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The Solicitors' Journal.

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Current Topics.

The Colonial Stock Act, 1900.

WE PUBLISH elsewhere a notice under the Colonial Stock Act, 1900, practically placing Lagos 3½ per cent. Inscribed Stock among the trust securities authorized by the Trustee Act, 1893.

Actions for Trial in the King's Bench Division.

THE ONLY cause lists which were issued up to the time of our going to press were the lists of actions entered for trial in the King's Bench Division. The aggregate of them is 574, as against 656 at the commencement of the Hilary Sittings and 651 a year ago. There are 206 jury cases and 159 non-jury cases.

The County Courts Bill.

THE COUNTY COURTS BILL which has been introduced by the Law Officers is very similar to the measure which was introduced by the Lord Chancellor at the close of last session. Like that Bill, it proposes to give the Lord Chancellor a free hand to re-model the county court system. "As soon" —so runs clause 1, sub-section 1—"as may be after the passing of this Act, a scheme for re-arranging the districts of, and the places for holding, county courts, and for re-distributing the business among the judges of county courts, and for constituting the districts assigned to each judge a circuit, and for determining the number of judges, shall be made by the Lord Chancellor with the concurrence of the Treasury." Sub-section 2 goes on to prescribe the mode in which the scheme is to deal with what may be called the extraordinary jurisdiction of the county court. The ordinary jurisdiction is that conferred by the County Courts Act, 1888, and will, of course, remain exercisable by all county court judges; but the sub-section proposes that "the scheme shall determine the courts at which the trial or hearing of any actions or matters as to which jurisdiction is conferred on county courts by Acts other than the County Courts Act, 1888, is to take place." The words in italics are equivalent to the expression "extraordinary jurisdiction," which we have just used. They refer not only to the increased jurisdiction up to £100 in ordinary actions conferred by the County Courts Act, 1903, but also to jurisdiction in bankruptcy and winding up, in Admiralty, in workmen's compensation cases, and in many other matters.

The jurisdiction in bankruptcy and winding up is already exercisable only in selected courts, but the existing orders are apparently to be repealed, and the whole matter dealt with in the new scheme. Accordingly, the parts of the Bankruptcy and Companies (Winding-up) Acts, which have hitherto regulated the jurisdiction, are to be repealed. At the same time the scheme would not be likely to deal exhaustively with all matters outside the County Courts Act, 1888, and hence sub-section 2 contains a proviso that "if and so far as the scheme does not, as respects any such actions or matters, determine the courts at which they are to be tried and heard, they may be tried and heard at any court at which they might have been tried and heard if this Act had not been passed."

#### The Making of the County Court Scheme.

As we have just pointed out, clause 1, sub-section 2, of the County Courts Bill proposes to enable the Lord Chancellor to assign to selected county courts all the extraordinary jurisdiction. It also provides that the scheme "shall determine the circuits on the judges of which the greatest amount of work will be imposed by virtue of the scheme," and it may also repeal or modify any enactment in a local Act inconsistent with the scheme. The former of these provisions has its natural sequel in sub-section 5, which proposes that the salary of the judges on whom the greatest amount of work will be imposed may, by order of the Treasury, with the concurrence of the Lord Chancellor, be increased to £1,800. Assuming that certain courts are to have predominance, this of course is quite right. It is the beginning of the creation of a hierarchy among county court judges which may possibly hereafter link them with the High Court. Some explanation will perhaps be given as to the local Acts which are aimed at. The chief point for consideration is the formulation of the scheme which is to effect such great changes. The Lord Chancellor is to make it with the concurrence of the Treasury, but there is no provision for any representative committee to assist the Lord Chancellor, and it would be satisfactory to know on what information the scheme is to be based, and to whom the drafting of it is to be committed. A statement on these points should be made by the Law Officers if the Bill is allowed to proceed. Clause 3 provides in a very guarded way for the extension of the jurisdiction of registrars in disputed matters from £2 to £5. It is proposed that the extended jurisdiction shall be exercised only where the registrar is either a district registrar of the High Court or a registrar authorized to exercise it by a scheme under the Act, or by an order of the Lord Chancellor; and it may not be exercised by a registrar appointed after the passing of the Act who is a practising solicitor. Clause 7 will remove from section 3 of the County Courts Act, 1903, the reference to section 116 of the Act of 1888. As matters now stand, a plaintiff who brings an action of contract in the High Court, claiming from £50 to £100, gets only county court costs if he recovers less than £100. It is proposed to restore in this section the limit of £50, so that actions up to £100 can still be brought in the High Court without risk of the successful plaintiff getting only county court costs.

#### Stonehenge and the Public.

A PERUSAL of the judgment of FARWELL, J., in *Attorney-General v. Antrobus* (Times, 20th inst.) shows that there were insuperable difficulties in asserting the rights of the public over Stonehenge by establishing a group of rights of way all converging on the circle of stones. "I believe," said Lord CRANWORTH, C., in *Campbell v. Lang* (1 Macq. 451), "the appellant is quite right in saying that a public right of way means a right to the public of passing from one public place to another public place"; and though in *Young v. Cuthbertson* (1 Macq. 455) the possibility of a public road terminating in a *cul de sac* was admitted, yet this is a case of very limited occurrence, and FARWELL, J., following KAY, J., in *Bourke v. Davis* (38 W. R. 167, 44 Ch. D. 110), held that it could not exist in the country where no expense on the part of the public had been incurred. "It is argued," said KAY, J., "that a *cul de sac* may be a highway. That is so in a street in a town into which houses open, and which is repaired, sewered, and lighted by the public authority at the expense of the public. . . . But I am not

aware that this law has ever been applied to a long tract of land in the country on which public money has never been expended." In other words, the alleged public road, even if it is not a thoroughfare, must at least lead into a public place. Stonehenge, unfortunately, is not a public place, and although for many years past the public have been at liberty to visit it, and have used for that purpose a number of tracks, yet none of them have been of such a nature as to satisfy the requirements of a public highway. Moreover, the present owner of the ruins succeeded in 1899, under the will of a predecessor, who died in 1826, and the intervening period of seventy-three years had been occupied by two life tenancies, so that any dedication must have been prior to 1826, and it was necessary, therefore, to shew that the roads were in use at that date. This burden of proof, the relators did not, in the opinion of FARWELL, J., discharge. It is satisfactory to find that the learned judge considered that the defendant was not, under the circumstances, acting inconsiderately in restricting the accustomed access to the stones. "It is only fair to the defendant," he observed, "to say that he is not acting capriciously, but on expert advice for the preservation of the stones." At the same time it is obvious that a monument of this character should not be in private hands, and it ought to be placed as speedily as possible in public keeping.

#### Incitement to Breach of Contract.

THE JUDGMENT of the House of Lords in *South Wales Miners' Federation v. Glamorgan Coal Co.* (Times, 15th inst.) hardens perhaps the rule of law which makes it dangerous for a third party to incite to breach of contract. It would have been possible to treat the right to have a contract observed like a right of property, and to make any interference with it actionable, but to this extent the law has not hitherto been carried. The rule has been expressed in two forms: The incitement to breach of a contract is actionable if it is done maliciously; or, it is actionable if it is done without sufficient justification. Apparently it is the latter form of the rule which is the more correct. "A violation of legal right," said Lord MACNAGHTEN in *Quinn v. Leatham* (50 W. R. 139; 1901, A. C., p. 510), "committed knowingly, is a cause of action, and it is a violation of right to interfere with contractual relations recognized by law if there be no sufficient justification for the interference." On the question of sufficient justification in the present case there has been difference of opinion. The Miners' Federation had induced the miners to stop work on certain days in violation of existing contracts. This action was taken, not in hostility to the masters, but with the intention of benefiting the workmen by restricting the output, and so preventing a fall of prices and a lowering of wages. BIGHAM, J., and VAUGHAN WILLIAMS, L.J., saw in this motive a sufficient justification for the interference with contracts. STIRLING and ROMER, L.J.J., in the Court of Appeal, and the Lord Chancellor and the three lords who sat with him—Lords MACNAGHTEN, JAMES, and LINDLEY—have held to the contrary. It is a little difficult to say after this whether in law there can be any sufficient justification for inciting another to break his contract. Some stress was laid upon the fact that the defendants had acted in concert, and that they had done more than advise—they had given orders. Possibly the case is an instance of the growing doctrine that combination may create a cause of action, though the conduct, if of an individual acting alone, would not be actionable, notwithstanding that this is opposed to the *Mogul* case (40 W. R. 337; 1892, A. C. 25). The judgments of the House of Lords do not indeed exclude the possibility of there being cases where advice to break a contract, given under a sense of duty, may not be actionable, though the Lord Chancellor suggested that the sense of duty should also lead to compensation to the other party to the contract. But at any rate it will not be safe in future to rely on this principle in trade union cases.

#### The Misapplication of Trade Union Funds.

THE JUDGMENTS delivered in the House of Lords in *Yorkshire Miners' Association v. Howden* (Times, 15th inst.) are interesting, as well on account of the difference of opinion shewn, as because the House appears, by a majority of four to two, to have overruled the decision of JESSEL, M.R., in *Rigby v. Connol* (28 W. R.

650, 14 Ch. D. 482). The question is as to the construction to be placed upon section 4 of the Trade Union Act, 1871. The Act legalized trade unions, and so made it possible to enforce, as a general rule, agreements made with a view to carrying out their objects. But section 4 provided that nothing in the Act was to "enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach" of certain classes of agreements, including "any agreement for the application of the funds of a trade union to provide benefits to members." What is the extent to be given to the expression "directly enforcing"? A member, of course, seeks directly to enforce an agreement under which he is entitled to benefits when he sues for a payment to himself. But if he only seeks to obtain a declaration of the meaning of the rules, shewing that he is entitled to participate, and restraining the trustees of the trade union from making an improper application of the funds, is he now enforcing the agreement directly or only indirectly? In *Rigby v. Connoll* (*supra*) JESSEL, M.R., held that this would be a direct enforcement of the agreement, and was not permissible. "If," he said, "I decide in favour of the plaintiff, I directly enforce that agreement because I declare him entitled to participate in the property of the union, and the only property they have is their subscriptions and fines, and I restrain the society from preventing that participation." On the other hand, in *Wolfe v. Mathews* (21 Ch. D. 194), where the plaintiffs sought an injunction against the wrongful application of the funds, FRY, J., held that this was only an indirect enforcement of the agreement, and was therefore not forbidden by section 4. With this case *Yorkshire Miners' Association v. Howden* was almost identical, and the majority of the House of Lords (the Lord Chancellor, and Lords MACNAGHTEN, LINDLEY, and ROBERTSON) agreed with the judgment of FRY, J. Moreover, it seems to have been considered that no proceeding having for its object the mere construction of the rules would be a direct enforcement of an agreement therein contained to provide benefits for the members. Lord DAVEY, however, who, with Lord JAMES, formed the minority, gave a less rigorous meaning to the word "directly," and preferred to extend it to any proceeding which, in effect, would enforce the agreement as distinguished from claiming damages for the breach of it. Thus a negative injunction may, as is well known, enforce a positive duty. The chief result of the litigation is, perhaps, to cause surprise that the Legislature should have left it open to members of trade unions to enforce indirectly agreements which they were debarred from enforcing directly.

#### Examination of Witness Out of Court in a Criminal Proceeding.

WE READ that a solicitor recently applied to one of the metropolitan police magistrates on behalf of a lady who had charged her butler with the theft of a quantity of family plate. He stated that she was an invalid; had been confined to her house for three and a-half years, and that, while she was unable to attend the court, her evidence was essential to the success of the prosecution. He asked that the magistrate would either attend at her house or commission some other person to do so for the purpose of taking her evidence. It is only fair to add that the butler denied all knowledge of the silver, and it was stated by a detective that there was no evidence to justify his being charged. But we are only concerned with the decision of the magistrate, who rejected the application, saying that it was a most extraordinary suggestion that he should attend at the lady's residence for the purpose of taking her evidence, and that he had never heard of such a thing. The power of taking the evidence of a witness before an examiner at any place out of court and giving the deposition in evidence at the trial is, of course, confined to civil causes or matters, and the only provision which approaches the case before the magistrate is section 6 of the Criminal Law Amendment Act, 1867, which recites that by section 42 of the Indictable Offences Act, 1848, it is permitted under certain circumstances to read in evidence, on the trial of an accused person, the deposition taken in accordance with the provisions of the Act of a witness who is dead or so ill as to be unable to travel, and that it may happen that a person

dangerously ill and unable to travel may be able to give material information relating to an indictable offence or to a person accused thereof, and it may not be practicable or permissible to take, in accordance with the provisions of the Act, the examination or deposition of the person so being ill so as to make the same available as evidence in the event of his or her death before the trial of the accused person, and it is desirable in the interests of truth and justice that means should be provided for perpetuating such testimony. The section then enacts that whenever it shall be made to appear to the satisfaction of any justice that any person dangerously ill, and in the opinion of some registered medical practitioner not likely to recover from such illness, is able and willing to give material information relating to any indictable offence, it shall be lawful for the justice to take in writing the statement on oath or affirmation of such person so being ill, and such justice shall thereupon subscribe the same and add thereto, by way of caption, a statement of his reason for taking the same and of the day and place when and where the same was taken. The section goes on to provide for the giving of this statement in evidence at the trial upon proof that the person making it is dead or that there is no reasonable probability that he will ever be able to travel or to give evidence. It will be observed that the section only enables the evidence to be taken when the witness is "dangerously ill," and that it would have no application where his life was in no danger, though he might happen to be crippled and unable to be removed. And we can think of no satisfactory reason why in the latter case the magistrate should not be empowered to take the examination out of court, and why the section should not be amended so as to enable this to be done. By section 83 of the French Code d'Instruction Criminelle it is enacted that whenever it is established by the certificate of the medical officer that it is impossible for a witness to comply with a summons to appear, the judge shall betake himself to the dwelling-place of the witness for the purpose of receiving his deposition. It is unnecessary to say that any amendment of our law in this respect would require the most careful consideration.

#### The Liability of a Landlord to Repair Premises Let Out in Flats.

THE decision of the Divisional Court (Lord ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.) in *Hargroves, Aronson, & Co. v. Hartopp* (53 W. R. 262; 1905, 1 K. B. 472) goes near to, though it stops short of, deciding that, where the owner of a building lets it out in flats, and enters into no covenant to repair, he is nevertheless liable to keep in repair parts of the building—such as the roof—which are not demised with any particular flat, but are for the general benefit of all the occupiers. As a matter of convenience it would probably be admitted that such a liability ought to be imposed on the landlord. He retains in his own possession such parts of the premises as are not demised, and he alone has the right to go upon them for the purpose of executing the repairs. Moreover, as between the various tenants, there is no one of them upon whom the duty would fall in preference to the rest. On the other hand, there is the general rule of law that, in the absence of express stipulation, a landlord is not bound to do repairs during the continuance of the tenancy, whether the premises are let for a term of years (*Arden v. Pullen*, 10 M. & W. 321) or from year to year: *Gott v. Gandy* (1853, 2 E. & B. 845). And in America it has been held that a landlord who lets out a building to different tenants and retains the roof under his own control is not liable to a tenant for damage through rain-water due to the non-repair of the roof: *Krueger v. Ferrant* (1882, 43 Amer. Rep. 223). According to the statement of that case given in argument in *Hargroves, Aronson, & Co. v. Hartopp* (*supra*), it was sought to base the liability of the landlord upon the maxim "*Sic utere ut alienum non laedas*," but the court held that this did not apply "to a mere omission to act, but rather to some affirmative act or course of conduct which amounts to or results in the invasion of another's right."

The similar question of the liability of the landlord to keep a common staircase in repair was discussed by the Court of Appeal

in *Miller v. Hancock* (41 W. R. 578; 1893, 2 Q. B. 177), and was decided adversely to the landlord. In that case the injury due to the want of repair occurred, not to a tenant, but to a third person who had occasion to visit the tenant's premises; but this does not seem to limit to third persons the scope of the decision. "The right," said Lord Esher, M.R., "which the tenants had to the use of the staircase was an easement granted by the landlord of such a kind that he was bound to keep the staircase in a reasonably safe condition as the means of access to each tenement. There was an implied obligation to keep the access to the tenements in reasonably safe repair, otherwise the enjoyment of the tenements would be of no value." This represented the duty of the landlord as well to the tenants as to persons having business with the tenants who used the staircase, and the landlord's neglect to repair the staircase, when it resulted in damage to such a person, gave a cause of action. The judgment of Bowen, L.J., was to the same effect. "Once we recollect," he said, "the facts, and the way in which alone the flats could be enjoyed, it is obvious that both parties must have intended that the landlord should keep the staircase in a reasonably safe state of repair, both for the tenants and also for those persons who go to the flats on business with the tenants. One cannot imagine a lease of this sort having any real validity or efficacy, or otherwise than as futile and absurd, unless the landlord were to keep the staircase in repair so as to make it reasonably safe for use. What is that but an implied contract to repair?"

On reading these passages from the judgments in *Miller v. Hancock* it is difficult to avoid the conclusion that had the question of repair to the roof come before the same court, it would have been treated in the same way. The roof, like the staircase, is no part of the several tenements which are let. It remains in the possession and control of the landlord, and unless he keeps it in repair the different parts of the building may become uninhabitable, and therefore useless to the tenants. It would have been easy, therefore, for the Divisional Court in the present case of *Hargreaves, Aronson, & Co. v. Hartopp* (*supra*) to have simply followed the authority of *Miller v. Hancock*, and to have held that the landlord was under an implied obligation to keep in repair the roof as well as the common staircase. For some reason, however, which is not very clear, the court declined to make this application of *Miller v. Hancock*, and based the liability of the landlord upon a different and less satisfactory ground. The particular cause of damage was that a gutter on the roof had become choked up. The landlord omitted to clear this out after notice from a tenant, and thereupon damage resulted to the tenant's flat. It was argued that the landlord would have been liable if the damage had resulted from an act of commission on his part, but not for an act of omission. Here, it was said, his conduct was an act of omission only.

Lord ALVERSTONE seems to have accepted the principle of the argument, but he differed as to the nature of the conduct. Seeing that the landlord had retained possession of the roof, his omission to repair after his attention had been called to the defect was a negligent "user" of the roof, and this was—such appears to be the reasoning—in effect an act of commission for the result of which he would be liable. As we have said, this seems to be a very unsatisfactory way of dealing with the matter. Either the landlord was under a liability to repair or he was not. If he was under no liability, then his leaving the roof in a state of non-repair could not be an active use of the roof for which he would be liable upon the maxim "*Sic utere tuo*." If he was liable, then this should have been stated, and the present case and *Miller v. Hancock* would have settled the law upon a clear and satisfactory basis. As it is, the Divisional Court have preferred to found their judgment upon a very thin subtlety rather than upon a frank acceptance of the judgments in *Miller v. Hancock*, and the result will be to leave the law in uncertainty.

A meeting of the bar subscribers to the memorial to the late Right Hon W. H. Smith has, says the *Daily Graphic*, been convened for Wednesday next at the Bar Library of the Royal Courts of Justice to hear a statement as to the proposals of the committee for the erection of a workman's club on a site obtained after negotiations with the London County Council.

## Reviews.

### Police and Sanitary Legislation.

URBAN POLICE AND SANITARY LEGISLATION, 1904: BEING A COLLECTION OF PROVISIONS CONTAINED IN THE LOCAL IMPROVEMENT ACTS OBTAINED BY ENGLISH URBAN DISTRICT COUNCILS IN THE YEAR 1904, AFTER CONSIDERATION BY THE POLICE AND SANITARY COMMITTEE OF THE HOUSE OF COMMONS. Compiled and Arranged by FRANK NOEL KEEN, Barrister-at-Law. P. S. King & Son.

The idea of this book is a novel one. Urban district councils, as the population of their districts increases, are constantly applying to Parliament by means of private Bills for larger powers of local government. Last session eleven of such Bills were considered by the Police and Sanitary Committee of the House of Commons. This committee tried to standardize the clauses relating to sanitary and police matters, and it is probable that future Bills will be drawn with regard to these precedents. The idea of the author has been to take these eleven local Acts and arrange their sections under convenient headings, such as "Streets, Buildings, and Sewers," "Sanitary Provisions," "Infectious Disease," "Fire Brigade," "Police," &c. The sections out of all the Acts which refer to the same matter being grouped together, it is possible at once to see how far they differ and how much of the wording is common to several. This classification will probably be found extremely useful to all concerned in the promotion of similar legislation. The book provides a most convenient set of precedents for the clauses of future Bills of this description, and also a record of the direction which such legislation is taking.

## Correspondence.

### Bolton v. London School Board.

[To the Editor of the Solicitors' Journal.]

Sir,—I know from practical experience the different standpoints from which *Bolton v. London School Board* can be regarded. I have represented vendors, and have urged that all criticism of a decision of a Vice-Chancellor is idle unless it be made in a court other than that of professional opinion! And I have found brother professionals quite as astute when I have been representing a purchaser!

I am sure that the case is responsible for very many short titles being foisted on to purchasers, and this evil will be largely increased in the future, for, ever since the decision in question, a recital of *seisin* is almost universally inserted.

I have always regarded the section of the Trustee Act to which you kindly refer me as of little practical value. Surely the circumstances in which a less title than forty years would be authorized must be very special and peculiar.

H. H. STOCKDALE ROSS.

Worthing, April 18.

### Office Copies.

[To the Editor of the Solicitors' Journal.]

Sir,—By Supreme Court Fees Rules, 1884, item 20, the fee for examining a copy and marking it as an office copy is 2d. a folio. If the copy is made, as well as examined and marked, the fee is 6d. a folio.

In the Probate Registry the fee for an office copy will, &c., is 6d. per folio of ninety words. But although called office copies, these copies are marked non-official; and if a real office copy—i.e., a copy that can be used as evidence—is wanted, you have to pay an extra 3d. a copy for collating and 1s. for stamp.

Is there any reason or justification for this difference in practice? Why should an office copy issued by the Probate Registry be not an office copy at all, but only a plain copy?

It is a very trifling matter, but it looks like one of those efforts, of which Somerset House officials are so fond, to screw a little more out of customers by straining, if not misinterpreting, the rules.

"THREEPENCE TOO MUCH."

The *Times* concludes an article on the Executor and Trustee Bill with the remark: "The point which we desire at present to press is that, if the measure becomes law, it may lead to consequences which its authors have not fully recognized or clearly stated."

This week, says the *Daily Mail*, Mr. Robert Dixon Nicholson, the newly-elected chairman of the Northwich Urban Council, took the customary oath at the local police-court qualifying him to sit on the bench. Mr. Nicholson was formerly a police officer in the district.

## Cases of Last Sittings.

## House of Lords.

## HOULDER LINE (LIM.) v. GRIFFIN. 14th April.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—SAILOR—COMPENSATION—DOCK—SHIP IN DOCK—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7—FACTORY AND WORKSHOP ACT, 1901 (1 ED. 7), s. 104.

Appeal from order of Court of Appeal (Collins, M.R., and Cozens-Hardy, L.J., Mathew, L.J., dissenting) (52 W. R. 323; 1904, 1 K. B. 510), and the point considered was whether a sailor working as such in a dock is entitled to the benefit of the Workmen's Compensation Act, 1897. The deceased man (whose widow was the present respondent) had joined the appellants' ship as an able seaman on a voyage to the River Plate. The ship went from Liverpool to the Alexandra Dock, Newport, to take in her bunker coal, and when she had finished receiving it was moved out to buoys in mid-dock preparatory to proceeding to sea. While there the deceased was engaged in clearing up No. 5 hold when a piece of dunnage wood (used for supporting a deck beam when heavy weights were stowed above) was knocked down by a fellow servant and caused the accident which resulted in his death. The majority of the Court of Appeal took the view that the seaman, being employed on the ship within the dock at the time of the accident, was entitled to compensation.

THE HOUSE (EARL OF HALSBURY, L.C., and Lords MACNAGHTEN and LINDLEY) (LORD JAMES OF HEREFORD dissenting) allowed the appeal.

EARL OF HALSBURY, L.C., said: An accident, causing death, happened to a sailor while on board his ship while he was engaged in his ordinary work as a sailor, and the shipowner was sought to be made liable as an "undertaker," because the ship was afloat in a dock waiting to go to sea. The employment of a sailor was not one of the employments to which the Act applied, but it was argued that, because the injured man was on board a ship which was floating in a dock, the shipowner was the occupier of a dock, and as such was undertaker within section 7 of the Workmen's Compensation Act. I do not think the shipowner was in any intelligible sense the occupier of the dock because his vessel was in the water surrounded by the structure of the dock. Although the extraordinary jumble whereby a ship became a factory, and became a dock because it was a factory, and so the shipowner became an undertaker, seemed to him to be a *reductio ad absurdum*, it appeared to have prevailed, and induced the Court of Appeal to reverse the judgment of the county court judge. I cannot agree with that judgment. I entirely agree with Mathew, L.J., who dissented. It appears to me that the court was misled by the case of *Baine v. Johnson* (49 W. R. 705; 1901, A. C. 404), but in that case the persons sought to be made responsible, and held to be responsible, were persons who hired the dock for the purpose of repairing a vessel, and whether there was a vessel in it or not, they were liable if a workman met with an accident in that dock whilst engaged in working there. This is a different case, and does not come within that decision.

LORDS MACNAGHTEN and LINDLEY concurring, the judgment of the Court of Appeal was reversed.—COUNSEL, *Carver, K.C.*, and *Duncan Miller; Robson, K.C.*, and *G. A. Scott*. SOLICITORS, *W. A. Crump & Son; Burn & Berridge*.

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

## BRINTONS (LIM.) v. TURVEY. 14th April.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—DISEASE—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1.

Appeal from order of Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.J.J.) (52 W. R. 195; 1904, 1 K. B. 328). The applicant for compensation was the widow of a workman named Turvey, who was employed in a factory as a wool sorter. While Turvey was sorting some Persian wool he caught anthrax in one of his eyes and died from the effects of it. There was no discernible break in the skin. The county court judge held that there was an accident within the meaning of the Act and awarded compensation, and this was upheld by the Court of Appeal.

THE HOUSE affirmed this decision.

EARL OF HALSBURY, L.C., said that the language of the statute must be interpreted in its ordinary and popular meaning. The use of language preceded scientific investigation. I am of opinion that the judgment under appeal was right. It does not appear to me that by calling the consequence of an accidental injury a disease one alters the nature or the consequential results of the injury inflicted. A workman in the course of his employment spilled some corrosive acid on his hands; the injury caused thereby set up erysipelas—a definite disease; some trifling injury by a needle set up tetanus. Were these instances not within the Act because the immediate injury was not perceptible until it shewed itself in some morbid change in the structure of the human body, and which, when shewn, was called a disease? I cannot think so. I am therefore of opinion that the county court judge was quite right.

LORDS MACNAGHTEN and LINDLEY concurred.

LORD ROBERTSON dissented. The appeal was accordingly dismissed.—COUNSEL, *Rugg, K.C.*, and *H. Parsons; J. S. Pritchett and H. Norton*. SOLICITORS, *Helder, Roberts, & Co.*, for *Timbridge & Co.*, Birmingham; *Robbins, Billing, & Co.*, for *W. Walden*, Brierley Hill.

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

## High Court—Chancery Division.

Re GOOD. HARBINGTON v. WATTS. Farwell J. 14th and 15th April.

WILL—CHARITABLE BEQUEST—PERPETUITY—GIFT TO A REGIMENTAL MESS FOR UPKEEP OF A LIBRARY.

SUMMONS. A testator, Thomas Good, formerly a sergeant in the 14th Regiment (now the 2nd Battalion West Yorks), who died on the 12th of September, 1904, by his will disposed of his property as follows: "I give to the officers' mess 2nd Battalion 14th Regiment all my books and book-cases whatsoever and wheresoever for the use of the officers of the aforesaid mess only and, subject as aforesaid, the whole of my residuary estate and the investments and income thereof in trust for the aforesaid officers' mess absolutely, and I give them the same accordingly to be invested and the dividend and annual income only arising therefrom to be paid to the aforesaid officers' mess to maintain the said library and for the renewal of books for ever." There was a provision that the balance of the income might be spent in the purchase of plate, and a further devise of "my two houses at Ryde for the use of old officers of the regiment at a small rent during their life." The gross value of the estate was £7,000. By the summons the following questions were proposed to be determined: (1) Whether the bequest of the testator's residuary estate to the officers' mess of the 2nd Battalion West Yorks Regiment, the income only to be paid therefrom, to maintain a library and renewal of books for ever was a good charitable trust or otherwise a valid gift, or whether it was void for remoteness; (2) whether the direction as to the two houses at Ryde was a good and valid gift or was void for remoteness. It was argued for the plaintiff that a mess was neither a charity nor a perpetuity, and that this was an absolute gift to the individual officers of the mess, the attempt to graft invalid and perpetual trusts on to an absolute gift to the officers failing. For the Treasury solicitor it was contended that such a gift as this to the mess of the regiment was a good charity. From the Army Regulations a mess was shown to be a permanent part of the regimental organization. This would bring it within the statute of Elizabeth (43 Eliz. c. 4), which defined as a charitable use "the setting out of souldiers." In Johnson's Dictionary "setting out" was said to mean "raising and equipping." Lord Macnaghten in *Commissioners of Income Tax v. Pemsel* (1891, A. C. 583, 39 W. R. Dig. 217) had laid down that trusts for the community were or might be charitable. A gift to a volunteer regiment was held a good charitable gift in *Re Stratheden* (42 W. R. 647; 1894, 3 Ch. 265), and a fund to provide a prize for rifle shooting in *Re Stephens* (W. N. 1892, p. 140). For the next-of-kin it was argued that only a gift by which the whole nation benefits is a valid charity: *Carns v. Long* (2 De G. & J. 75). In this case the War Office did not pay for mess libraries, though it did pay for depot libraries, and a gift for a library was no more a charitable gift than one for the upkeep of a polo stable. Not being an institution supported by public money, the gift would bring no relief to the public purse: *Newland v. Attorney-General* (3 Mer. 684), *Nightingale v. Goulbourn* (5 Ha. 484), *Re Macduff* (45 W. R. 154; 1896, 2 Ch. 466), where Lord Lindley said that charities must come within the four heads enumerated by Lord Macnaghten in *Pemsel's case*, but that everything within these heads is not necessarily charitable.

FARWELL, J., in giving judgment, said: It is clear that the officers' mess is an integral portion of a regiment, and is not, as suggested, a sort of club whose property can be disposed of by the members for the time being. It is not, therefore, a gift to individuals, but to the officers' mess of a particular regiment. The real question is whether this a charitable gift coming within the meaning of the statute of Elizabeth. I agree with the remarks of Lord Lindley in *Re Macduff* when commenting on Lord Macnaghten's remarks in *Pemsel's case*. But there are many objects which are charitable because they are of public utility. Now, the arguments in favour of regarding this as a charitable gift was based on two grounds: (1) Everything that makes the army more efficient is charitable because it is to the public advantage that the army becomes more efficient. (2) This gift comes under the last clause in the preamble to the statute of Elizabeth "for the setting out of souldiers and other taxes," on the ground that the gift will go towards the relief of taxation so far as applied towards the expenses of officers' messes. But as to the second head, no payment is made by the Exchequer towards the library of a mess, though contribution is made towards the supply of other things for the use of a mess. According to the affidavit filed by the Assistant Adjutant-General, it has been considered whether a library should not be made a part of the necessary equipment of an officers' mess on the ground that access to books, especially military books, is conducive to military efficiency. On the whole I prefer to put it on the first ground advanced, and I hold that this is a good charitable gift because it tends to increase the efficiency of the army which is a matter of public utility. I wish to avoid misconception. The officers are not objects of charity, it is the public who get the benefit from the increased efficiency of the officers due to their use of the library. Gifts somewhat similar have been held to be charitable—*g.*, the gift of a prize for shooting among the volunteers. I assume that useful books will be bought. That does not necessarily mean books on military matters. The efficiency of an officer is increased in other ways, such as by the study of languages. Therefore in answer to the first question on the summons there will be a declaration that the bequest constitutes a good charitable gift. As to the second question, the bequest of the two houses for the use of old officers of the regiment falls for perpetuity, and there is an intestacy as regards them.—COUNSEL, *Upjohn, K.C.*, and *J. W. Manning; S. Crossman; Jenkins, K.C.*, and *T. T. Methold; R. J. Parker*, for the Attorney-General SOLICITORS, *The Treasury Solicitor; The Official Solicitor; C. E. Boul*.

[Reported by C. H. GARDEN NOAD, Esq., Barrister-at-Law.]

**Re SOUTHERN BRAZILIAN RIO GRANDE DO SUL RAILWAY CO. (LIM.).**  
Buckley, J. 13th and 15th April.

COMPANY—BORROWING—IRREDREEMABLE DEBENTURES—GRANT OF PERPETUAL ANNUITIES—EXPLANATION OF MEMORANDUM BY ARTICLES.

Originating summons. This was a summons in the winding up of the above company, which was incorporated in 1882 under the Companies Acts, 1862-1880, with its office in England. By clause 3 (7) of the memorandum of association one of the objects of the company was "to borrow money by the issue of any mortgages, debentures, debenture stock, bonds, or obligations of the company." By article 17 of the articles of association, which were executed on the same date as the memorandum, the board of directors might "create and issue for the purposes of the company debenture stock, bonds, or debentures, to be secured on the undertaking, revenues, and property of the company," bearing interest not exceeding 6 per cent., and "be irredemable or redeemable in such manner and at such times . . . upon such terms and conditions" as the board should determine. In June, 1883, the board passed resolutions that, in exercise of the authority conferred upon them by the 17th article, irredemable debenture stock be created to an amount mentioned bearing interest at 6 per cent. per annum, and be a first charge upon the property and undertaking of the company consisting of its railway, rolling stock, and government guarantee of interest, and should, until default in payment by the company of any sum payable under such charge, constitute a floating charge only. There was no provision in the resolutions, or in the debentures issued under them, as to any redemption or payment of the debenture stock in any event. The applicant was the holder of £2,000 debenture stock issued in accordance with the above resolutions. In February, 1905, the company went into voluntary liquidation. In March, 1905, the company agreed to sell to the Government of Brazil its railway and undertaking in consideration of £650,000, payable in certain bonds and cash payments, and in consideration of the government satisfying the debenture stock issued by the company. To carry out the sale a scheme of arrangement was adopted and sanctioned, which, however, did not affect the creditors of the company. The debenture-holders were informed by the liquidators of the company that arrangements had been made to pay in April in cash the par value of the debenture stock, with interest at 6 per cent. per annum up to date, against the surrender of the stock certificates. The applicant contended that the company could not force him to accept this payment in satisfaction of his rights, and took out this summons asking whether he was not entitled to have a further sum paid him as a term of the redemption, or as compensation for loss by payment off of the stock contrary to the terms of issue.

BUCKLEY, J.—Two contentions have been put forward as to the nature of this stock. One is that it is irredemable under all circumstances, and that the applicant is entitled simply to a perpetual annuity. The other is that it is irredemable only in the sense that the company is not at their option entitled to redeem it except under circumstances, and that the winding up is a circumstance under which the stock ceases to be irredemable. If the applicant is the holder of a perpetual annuity, the question is whether the company had power to grant such an annuity. The applicant argues that "debenture stock" in clause 3 (7) means a perpetual annuity from the fact that this is a railway company, and that railway companies, meaning companies under the Companies Clauses Acts, issue debenture stock which is perpetual. But this is not a railway governed by those Acts. The words of the memorandum are "to borrow money by the issue of" debenture stock. Borrowing necessarily implies repayment at some time and under some circumstances. The applicant seeks to read the clause as if it were to borrow "or raise" money by the issue of debentures. The memorandum of association confines the stock issued to that involving the obligation at some time to repay. The granting of a perpetual annuity is not within the memorandum. As to article 17 of the articles of association, it is not expressed as creating any power, but as defining the authority to exercise an existing power. The articles may be referred to for the purpose of explaining the manner in which the company is authorized by its memorandum to borrow. But the granting of a perpetual annuity is not borrowing, nor a purpose subsidiary to the general objects of a commercial undertaking, and I cannot read the articles for the purpose of saying that the memorandum meant the granting of perpetual annuities. The granting of such annuities is *ultra vires*, and the applicant's right, if this be a perpetual annuity, cannot be greater than to have a return of the money paid upon the stock. But then it is argued that the articles and resolutions may be read as expressing a certain contract to borrow upon the terms that the company while a going concern shall not call upon the debenture stock holder to accept payment of his loan, but shall pay him 6 per cent. interest upon it; and that the company have no option to repay. In either view the applicant is not entitled to more than interest up to date, and the par value of his stock.—COUNSEL, *Buckmaster, K.C., and Harman; Baldane, K.C., and E. H. Coles; Younger, K.C., and H. C. Bischoff.* SOLICITORS, *Withers & Withers; Bischoff, Dodgson, Coxe, Bompass, & Bischoff; Davies & Sons.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

## High Court of Justice—King's Bench Division.

**AYLETT v. EAST HAM URBAN DISTRICT COUNCIL.** Div. Court.  
5th April.

LOCAL GOVERNMENT—PAYING EXPENSES—LIABILITY OF OWNER OF PREMISES WHEN WORKS ARE COMPLETED—CHANGE OF OWNERSHIP BEFORE WORKS ARE COMPLETED—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 150, 257.

Special case stated by justices under the Summary Jurisdiction Act.

The sections of the Public Health Act, 1875, material to this case are section 150: "Where any street within any urban district . . . is not sewered, levelled . . . to the satisfaction of the urban authority, such authority may by notice addressed to the respective owners or occupiers of the premises fronting . . . require them to sewer, level . . . within a time specified in such notice. If such notice is not complied with, the urban authority may, if they think fit, execute the works referred to there in and may recover in a summary manner the expenses incurred by them in so doing from the owners in default according to the frontage of their respective premises, and in such a proportion as is settled by the surveyor of the urban authority . . ." Section 257: "Where any authority have incurred expenses for the repayment whereof the owner of the premises for and in respect of which the same are incurred is made liable under this Act, or by any agreement with the local authority, such expenses may be recovered . . . from any person who is the owner of such premises when the works are completed for which such expenses have been incurred. The facts found by the justices material to the case were that the notice required by section 150 had been served on a person who was agent to receive the rack-rents for a person other than the respondent; that the respondent was the owner at the time of the completion of the works, but not the owner upon whom the notice was served; and that he had conveyed the premises in respect to which the notice was served prior to the demand for payment under section 257. Upon these facts the justices dismissed the summons on the grounds (1) the notice was not duly served; (2) the respondent was not the owner of the premises at the time the demand for made, following *Regina v. Swindon Local Board* (4 Q. B. D. 305). The urban council appealed. Counsel for the appellant pointed out that since the hearing of the summons *Millard v. Balby-with-Hexthorpe District Council* (1905, 1 K. B. 60) had gone to the Court of Appeal, and the court, in upholding the appeal, disapproved of the dictum in the *Swindon case*. *Millard's case* was not on all fours with this case as Millard was the owner upon whom notice was served—that is, the owner in default, but Collins, M.R., says, "The section in absolutely unambiguous language defines the person who is liable to pay the expenses as being the person who is the owner of such premises when the works are completed." He contemplates the very case, for on p. 65 he says: "When we come to section 257 we find that in absolutely unambiguous terms it makes the person who is owner when the works are completed liable; whether any other person would also be liable it is not necessary to consider." The nearest authority in this case is in *Re Allen and Driscoll's Contract* (1904, 2 Ch. 226). In that case the notice was served upon the vendor, but the works were completed after the date fixed for completion of the purchase, and the court held that the burden of the charge fell upon the purchaser. Counsel for the respondent contended that no authority need be cited to shew that cases in respect to a charge were distinguishable from those dealing with liability to summary proceedings. Both Collins, M.R., and Stirling L.J., based their decisions on the ground that the owner in default is liable as further defined by section 257, as the owner when the works are completed—that is, sections 150 and 257 must be read together. On any other construction the words of section 150, "may recover in a summary manner from the owner in default," become useless.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J.—Without saying that the point is exactly covered by *Millard's case*, it is absolutely necessary for counsel to deal with the passage of the Master of the Rolls cited by counsel for the appellant. Unless we say that that was absolutely unnecessary for the decision or was not the point he was considering it would have great weight. Looking at section 257, it seems to me to fix the liability upon the person who is the owner of the premises at the time of the completion of the works, because it provides that [The learned judge read section 257, set out above]. It refers to the person upon whom the notice is served under section 150, and supposes a possibility of a change of ownership, and instead of saying "may be recovered from such person" it says "from any person who is the owner of the premises when the works are completed." It contemplates a different person being owner at the time of the completion of the works. I come to the conclusion that the person liable is the person who is the owner of the premises at the time of the completion of the works, both on the words of the sections, and because I consider a contrary decision could not be supported in the face of *Millard's case*, where the Master of the Rolls used expressions evidently intended to cover this case, although Stirling, L.J., did not go so far. The case must go back to the justices to convict.

KENNEDY and RIDLEY, JJ., concurred.—COUNSEL, *Macmorran, K.C.; J. A. Symms; M. N. Druequer.* SOLICITORS, *Surtess & Surtess; Wilson & Son.*

[Reported by MAURICE N. DRUEQUER, Esq., Barrister-at-Law.]

**HOUGHTON v. MANNING.** Div. Court. 6th April.

MOTOR-CAR—RECKLESS OR NEGLIGENT DRIVING—MOTOR-CAR ACT, 1903 (3 Ed. 7, c. 36), s. 1, SUB-SECTION 1.

Special case stated by justices under the Summary Jurisdiction Acts. The Motor-car Act, 1903, s. 1, sub-section 1, enacts: "If any person drives a motor-car on a public highway recklessly or negligently, or at a speed or in a manner which is dangerous to the public, having regard to all the circumstances of the case, including the nature, condition, and use of the highway, and to the amount of the traffic which actually is at the time, or which might reasonably be expected to be, on the highway, that person shall be guilty of an offence under this Act." The facts of the case and the arguments of counsel are sufficiently referred to in the judgments.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J.—This is a case which raises a question of considerable difficulty. It depends entirely upon whether there was evidence upon which the justices could find that there had been reckless driving within the meaning of section 1, sub-section 1, of the Motor-car Act, 1903. The material facts are that the toll-keeper, quite rightly, tried to get toll from the motor-car driver when the car had passed over the bridge. The driver refused to pay, and the toll-keeper thereupon got on to the car and hung on to it for some considerable distance. The special case finds that the speed at which the car was running was a reasonable one and no danger was caused to any person other than the respondent; it also finds that the toll-keeper asked the driver to stop the car to allow him to get off. Eventually the man fell and was injured. It was contended that the magistrates were wrong in taking into consideration, with respect to reckless or negligent driving, the words "having regard to all the circumstances of the case." It is quite impossible, in my opinion, to consider a case of negligent driving without having regard to the matters mentioned in the section. I have come to the conclusion that this conviction cannot be supported, but I must not be held to countenance the practice which I fear prevails, that drivers consider if only one person be on the road they have only to blow their horn and may then go at any rate of speed within the limit, leaving it for the person to get out of the way. This is not the case which arises here, and although the magistrates have thought it a serious one—they have exacted the full penalty—it seems to me that there is no evidence of any breach of the section. Possibly some question may arise as to the personal liability of the driver to the toll-keeper. But the magistrates have held that the speed was reasonable in itself. That being so, the personal grievance of the toll-keeper against the driver in respect to his conduct is not sufficient as evidence of reckless or negligent driving having regard to all the circumstances of the case. It does seem a case of an unfortunate occurrence which may have been caused by want of reasonable care towards that particular man, but I think we should be straining the statute if we made it a criminal offence in a case where there was no reckless or negligent driving in respect to any person upon the highway, but where a man who got upon the car was injured by the neglect of the driver to stop. The appeal must be allowed.

KENNEDY, J.—I agree. I do not think the intention of the section is to punish a person for reckless conduct having an ill-effect upon a person in the car itself.

RIDLEY, J.—I agree.—COUNSEL, *C. W. Mathew; Drury*. SOLICITORS, *Sandford & Co.; Hare & Co.*, for *F. Hardman*, Deal.

[Reported by MAURICE N. DRAUQUE, Esq., Barrister-at-Law.]

### Solicitors' Cases.

*Re JONES & ROBERTS* C.A. No. 2. 12th April.

SOLICITOR—TOWN AGENT—LIEN—BANKRUPTCY OF COUNTRY SOLICITORS—RIGHT OF CLIENT TO PRODUCTION OF DOCUMENTS.

This was an appeal from a decision of Joyce, J. (reported *ante*, p. 367). On the appeal coming on for hearing, counsel for the London agents (the respondents) repeated an offer which they had made in the court below, viz., to deliver the documents to the trustee if the trustee would undertake to pay to them the whole amount to be received from the client, less costs of taxation, it being admitted that the amount due from the client to the country solicitors was much less than the general indebtedness of the country solicitors to the London agents.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) being of opinion that such offer gave the appellant everything he was entitled to according to *Waller v. Holmes* (9 W. R. 32, 1 J. & H. 239), made no order on the appeal except that the appellant should pay the costs.—COUNSEL, *Norton, K.C.*, and *P. F. Wheeler*; *Younger, K.C.*, and *Macpherson*. SOLICITORS, *Jacques & Co.*, for *W. T. Jones*, Bangor; *Robbins, Billing, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

### New Orders, &c. The Colonial Stock, 1900.

(63 & 64 Vict. c. 62.)

Pursuant to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of his Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned stock, registered or inscribed in the United Kingdom:

#### Lagos.

3½ per cent. Inscribed Stock (1930-1955).

The restrictions mentioned in section 2, sub-section (2), of the Trustees Act, 1893, apply to the above stock (see Colonial Stock Act, 1900, s. 2). Treasury-chambers, Whitehall, April, 1905.

As a souvenir of the dinner at which Mr. Choate, the American Ambassador, was recently entertained at Lincoln's-inn Hall by the bench and bar of England on his approaching departure from this country, an album is in preparation containing the signature of every member of the bench and bar present on that occasion, together with a report of the proceedings, and this album is intended to be shortly presented to Mr. Choate. He is to be formally called to the bench of the Middle Temple early in Easter Term.

## Law Societies.

### United Law Society.

April 17.—Mr. E. S. Cox-Sinclair presiding.—Mr. Herbert Longcroft Wynne was elected a member of the society. Mr. S. Parnel-Ken moved: "That this house approves of the provisions of Lord Davey's Betting Bill now before the House of Lords." In the absence of Mr. A. H. Richardson, Mr. J. Menzies opposed. The discussion was continued by Messrs. Forder, Lampard, C. Kains Jackson, Neville Tebbutt, and S. Hynes. Mr. S. Parnel-Ken replied. The motion was carried.

## Law Students' Journal.

### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 5th of April, 1905:

#### FIRST CLASS.

Allerton, John Kennedy  
Dickinson, Joseph Moon  
Eccleston, Albert George  
Fisher, Harold  
Hill, Robert Ernest  
Jacobs, Joseph David  
Johnson, George Martin  
Raley, William Henry George  
Springthorpe, Gerald William

#### PASSED.

Aldridge, Gerald Ashburner Moor-  
ing  
Alexander, Robert Disney Leith  
Annesley, Philip De Vere, B.A.  
(Oxon.)  
Ashworth, Reginald Charles Soresby  
Attenborough, Samuel Bernard  
Baron, Stanislaus  
Bassett, John Cecil, B.A. (Oxon.)  
Bennett, Arthur Campion  
Butcher, Louis  
Carter, Arnold  
Clarke, Warren  
Cunningham, Bertram Stephen  
Rowell  
Davidson, Ernest Alexander, B.A.  
(Oxon.)

Day, Thomas Fairchild  
Deane, Frederick Llewelyn  
Dewar, Gilbert  
Edmond, Robert  
Edmonds, Arthur John  
Ellis, Charles Harold  
Fitch, Thomas Birch  
Frankland, Ernest  
Graham, Ronald Evelyn  
Greaves, Thomas  
Gregory, Walter Stanley  
Hacking, Alfred  
Hawley, Gordon  
Hearfield, Tom  
Hempson, Ernest John  
Hibbert, Charles Hamilton

Hills, Archibald Hallgate  
Hughes, Francis Vaughan  
Hughes, Hugh Meyric  
Hughes, Reginald Frank  
Hutchinson, Arthur St. Clare  
Jackson, Henry Beecher, M.A.  
(Camb.)  
Lightbody, Malcolm Russell, B.A.  
(Oxon.)

Lloyd, Richard Page  
Lupton, Harold Brownrigg  
McDonald, Ronald Bruce  
Margetta, William Alan  
Mellor, Robert Oswald  
Morley, John Alfred  
Morris, John Edward Philipps  
Nance, Andrew  
Ness-Walker, William Percy  
Parker, Edwin  
Parker, Eustace  
Parkin, Reginald Thomas  
Perrin, Samuel Henry  
Peters, Aloysius Horace Gordon  
Pitman, William John  
Pollard, Bernard Eric Trevor  
Popple, Arthur Ernest  
Ritson, Robert  
Shaftoe, Henry Isaac  
Smith, Neville Haywood  
Sowerby, James Herbert  
Spencer, John William  
Staniland, Alfred Wescott  
Thorp, Robert Gordon  
Tompson, Frank Gordon, B.A.  
(Camb.)  
Tooth, Harold Selwyn  
Vandamm, Algernon Douglas  
Veasey, Thomas Hubert  
Warner, Stephen Alfred, B.A.  
(Oxon.)  
Wickham, William Noel  
Wilkins, William  
Williams, Owen Henry Mouldsdale

### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 3rd and 4th of April, 1905:

Amos, Reginald  
Angel, Owen Copplestone  
Archer, Francis Kendray  
Aylett, Frederick George  
Bain, Donald Kenneth Dore, M.A.  
(Camb.)

Bevan, Arthur Onesimus  
Blaxland, Charles Herbert Lake  
Bramley, John  
Brearley, Samuel  
Bryan, Frederick Stawell  
Burnett, Percy  
Burrington, Humphrey Sandford  
Carpenter, Alfred Leete  
Chadwick, Wilfrid John Hurst-  
bourne  
Clifton, Harold  
Coldham, Guy Glemsford  
Cole, Sydney Herbert  
Cooper, Edward Ernest Conrad  
Coward, Henry Lethbridge, B.A.  
(Oxon.)

Crowther, John Edward Marmaduke  
Curtis, Henry, B.A. (Oxon.)  
Davis, Herbert William Ratcliff  
Davy, Edward William  
de Kusel, Kenneth  
de Meza, Jonas  
Denham, Reginald Iveson  
Douglas, John Malcolm  
Dye, Alfred Braddock  
Edward, Eric James  
Edyvean, Montague Flamank  
Everidge, James  
Finney, Charles McElroy, B.A.  
(Oxon.)  
Fox, John  
Fryzer, Alfred William, B.A.  
(Oxon.)  
Gallagher, Harold Edwin, LL.B.  
(Oxon.)  
Gray, Richard Whitmarsh, B.A.  
(Oxon.)  
Gribble, Henry Bennett

Griffith, Walter Stanley Currie  
Hague, Wilfred  
Hole, Frederick Herbert  
Hunt, Harry  
Hymers, James Allan  
Ingham, William Henry  
Irving, Arnold Outhbertson  
Jackson, Basil  
Kennedy, Douglas Wyburn  
Kennedy, Edward Gordon  
Kent, Tom Rowland  
Kitchin, Clement Bernard  
Lang, Ernest Philip Henry  
Lee, William Frederick  
Lester, Walter Edwin  
Lewis, Laurence Reddrop  
Lockwood, William  
Lowless, Norman Dossion  
Lyon, Jasper  
Mansel-Lewis, Charles Ronald  
March, Septimus Arthur  
Merson, Frank Melhuish  
Michellmore, Jeffery Edwards Morton  
Milburn, Thomas Alan  
Miller, Claude St John Garle  
Mottam, Francis Joseph  
Murray, Robert Nelson  
Needham, Leonard Ronald  
Newman, Trevor Clyde, LL.B.  
(Lond.)

Outhwaite, Herbert  
Pearson, George Frederick  
Perks, George Arthur Chater  
Piper, Arthur  
Pulleyn, Paul  
Redfern, Sydney Ernest, LL.B.  
(Lond.)  
Richmond, Charles Frank  
Robertson, Herbert Ernest  
Rowse, Richard Sidney  
Soames, Mervyn Henry  
Southron, Alfred Henry  
Stewart, Charles Alan Francis  
Storer, Edward Augustine  
Stubington, George Herbert  
Sutton, Fraser  
Taylor, William Joseph  
Temperley, William Angus  
Thompson, Herbert George  
Tuffee, Harold  
Turnbull, Drury  
Turner, Harold Richard  
Turner, Henry Davey  
Walters, Arthur Hugh Rees  
Welch, Lawrence  
Willis, Charles Frederick  
Wilson, Arthur Munkhouse  
Wilson, John Erskine  
Woolnough, Alfred Ernest

## Obituary.

### Mr. Henry Nicol, C.B.

The death is announced of Mr. Henry Nicol, C.B., barrister-at-law, formerly superintendent of the county courts department of the Treasury. He was originally a clerk in the office of the Parliamentary counsel, where he obtained an intimate acquaintance with the provisions of the Bill then being drafted in that office under which, as the County Courts Act, 1846, the present system of county courts was inaugurated. He then took charge, at the Treasury, of the work relative to the county courts. The successful development of the system must, says the *Times*, be largely attributed to the labours of Mr. Nicol, who for so long a period was the tactful and capable officer at headquarters, ever ready to give his wise counsels both to judges and to registrars of the county courts, and possessing the entire confidence of successive Lord Chancellors. For many years it came about in practice that Mr. Nicol represented both the Lord Chancellor and the Treasury in the superintendence and control of county courts. When a separate branch of the Treasury was created in 1860 as a county courts department, Mr. Nicol became its first superintendent, and he was also secretary to the Rule Committee of County Court Judges; and by the gradual abolition of the local treasurers, he became treasurer of nearly all the county courts. He retired in 1892, when he was made a C.B. We had frequently, in former years, to acknowledge our obligations for information kindly supplied by Mr. Nicol.

### Mr. S. B. L. Druce.

Mr. Samuel Benjamin Large Druce, barrister-at-law, died on Tuesday last. He was the only son of Mr. Joseph Druce, of Ensham, Oxfordshire, and was educated at Exeter College, Oxford. He was called to the bar in 1867, and practised as a conveyancer and equity draftsman. He had, we believe, a fairly good practice, and was greatly interested in agricultural matters, being secretary to the Farmers' Club and well known in agricultural circles. He was a singularly genial and attractive man, full of a most unusual modesty and candour, which would not allow him to admit the slightest merit on his own part, even in his successes at the bar, and remarkably disdainful of appearances. The writer remembers to have seen him one hot summer day leaning out of the window of his chambers perusing papers, with his favourite briar in his mouth. His kindly and pleasant face will be greatly missed at Lincoln's-inn.

## Legal News.

### Appointments.

Mr. GEORGE RODHOUSE REID, LL.B., solicitor, of the firm of Reid & Wiltshire, 4, Castle-court, Birchin-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Reid was admitted in April, 1898.

Mr. W. W. J. SHARPE, solicitor, has been appointed Clerk to the Falmouth Harbour Commissioners and Solicitor to the Falmouth Pilotage Association. Mr. Sharpe was admitted in 1894.

Mr. ROBERT PULSFORD HART, solicitor, of the firm of Burton, Yeates, & Hart, of 23, Surrey-street, has been appointed a Commissioner to Examine Witnesses and to Take Affidavits for Use in the Supreme Courts of the Colonies of the Cape of Good Hope, Natal, and the Transvaal, and in the High Court of the Orange River Colony.

Mr. FRANK W. MORRIS, LL.B., solicitor, of 36, King William-street, E.C., has been appointed a Commissioner to Administer Oaths and Examine Witnesses for the Supreme Court of Cape Colony.

## Changes in Partnerships.

### Dissolution.

GEORGE ALLINGTON CHARLESLEY and ARTHUR EDMUND WEBSTER CHARLESLEY, solicitors (G. A. Charlesley & Son), Beaconsfield and Burnham. March 31. The said Arthur Edmund Webster Charlesley will continue to carry on the said business, the said G. A. Charlesley having retired therefrom.

[Gazette, April 25.]

### General.

Solicitors have not, says the *Globe*, increased in numbers so rapidly as barristers. Barristers are more than ten times as numerous as they were a hundred years ago, but solicitors have grown at less than half the rate. To be precise, there were only 600 men at the bar in 1800, and now there are 10,000; there were about 5,000 solicitors, and now they number no more than 17,000. Not that solicitors have no reason to complain that their branch of the profession is overcrowded. Sir John Gray Hill, the ex-president of the Law Society, found occasion the other day, at the general meeting of the members, to regret that solicitors are so plentiful. Those who share this regret will regard with pleasure the results of the latest examinations in Chancery-lane. Of the 155 candidates in the Final, no fewer than 61 were unsuccessful.

A half-witted fellow was, says the *Central Law Journal*, arrested on the charge of stealing a hog, and a young attorney was appointed by the court to defend him. His defence was that his client was an idiot and unable to distinguish between right and wrong. He closed a flowing speech with a peroration like this: "Gentlemen of the jury, look at my client. That low, receding forehead, those lustreless eyes, portend that he was deprived by nature of the power to distinguish between right and wrong, ignorant of the distinction which exists between his own property and that of others. To him, as to the two-year-old child, whatever he wants and can reach belongs to him. He knows neither why it does nor why it does not. But, gentlemen of the jury, such are the institutions of this, our free and glorious country, that my client, idiot though he is, stands for a trial to-day by a jury of his peers." The culprit got the full limit of the law.

The following are the arrangements made for hearing probate and divorce cases during the coming Easter sittings: The causes set down for trial will be taken in Court I., and causes in the day's list in that court will be transferred and taken in Court II., when Admiralty cases are not being heard. Undefended matrimonial cases will be taken (in Courts I. and II.) on Tuesday, the 2nd, Wednesday, the 3rd, and Thursday, the 4th of May, and on each Monday during the sittings after motions. Approximately, 40 causes will be put in each day's list on May 2, 3, and 4. Causes postponed when in the day's list will be put to the bottom of the general list. Probate and defended matrimonial causes for hearing before the court itself will be taken on and after Friday, May 5. Divisional Courts will be formed to sit on Tuesday, May 9, and Tuesday, June 6. Motions will be heard in court at 11 o'clock on Monday, May 8, and on and on each succeeding Monday during the sittings, and summonses before the judge will be heard at 10.30 on Saturday, May 6, and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30.

At the recent banquet of the Illinois State Bar Association, says the *American Law Review*, Mr. Justice Scott, of the Supreme Court, said: "There is an ancient story of a lawyer who served many years on the bench of the Supreme Court in this State and then returned to practice, and after he had been again at the bar a little while one of his friends said to him, 'Judge, how do you like the practice after your long service on the bench?' And he said, 'Very much; when I was on the bench the cases that came to our court had all human interest taken out of them before we saw them; there was nothing left in them but questions of law; they were dry as husks. A judge of that court takes his records and sits down in his office and it is a case of making briefs all the time. Your friends are either afraid of you or think that you are afraid of them and do not come about. You are isolated, and if you are a man naturally of a reserved and retiring disposition, it is not long till you are leading a life of a monk. But now, when I am employed in a case, I brief it as well as I can, I learn the facts, I ascertain what the witnesses will testify to, I go into court and try it as hard as I can, and if I win a verdict the court congratulates me, my friends come about and shake hands with me, my client is delighted and pays my very modest fee without objection, and I feel that my ability to accomplish something in the world has been demonstrated. But if, on the other hand, I am beaten, I have the supreme satisfaction of going around to the tavern and cussing the court.' It has seemed possible to me, gentlemen, that the members of this association have substituted their annual meetings for the tavern."

The question of the Glasgow town clerkship was, says the *Times*, again under discussion on the 20th inst., at the meeting of the Glasgow Town Council. A month ago the committee appointed to consider applications for the post recommended the names of Mr. E. M. Prescott, town clerk of Fulham, and Mr. Bowers, the present acting town clerk, but on the day on which the matter was to have been considered by the council Mr. Prescott withdrew his application, and a new committee was nominated to deal with the matter. Balie Burrell moved, in terms of a minute of the special

committee, that the position should be re-advertised at a salary of not less than £2,000 per annum. Mr. W. F. Anderson moved an amendment to the effect that, instead of advertising, the council should resolve to appoint Mr. R. M. Prescott as town clerk, Parliamentary solicitor, and secretary of the corporation at a salary of £1,500 per annum, reserving power to the council to delegate the law agency. Mr. Scott Gibson thereupon raised the question of competency, maintaining that no such amendment could be proposed until the resolution of the council that one man should be appointed and that the position should be advertised was rescinded. The Lord Provost ruled that under the resolution of the last meeting to begin *de novo* all former resolutions were abrogated. A prolonged discussion ensued, in the course of which Mr. Scott Gibson repeatedly refused to submit to the ruling of the chair. An adjournment of a quarter of an hour took place with a view to allow the heated feeling which had been generated to be allayed. When the sitting was resumed the discussion became still more acrimonious, Mr. Scott Gibson declaring that he intended to continue his course of obstruction so as to prevent the appointment of Mr. Prescott. The Lord Provost thereupon stated that in these circumstances he had no alternative but to leave the chair. His lordship accordingly left the chair, and the meeting terminated.

**FIXED INCOMES.**—Houses and Residential Flats can now be Furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

| Date.             | EMERGENCY ROTA. | APPEAL COURT No. 2. | Mr. Justice KEEWICH. | Mr. Justice FARWELL. |
|-------------------|-----------------|---------------------|----------------------|----------------------|
| Monday, May ..... | 1 Mr. Farmer    | Mr. Church          | Mr. King             | Mr. Beal             |
| Tuesday .....     | 2 King          | Greswell            | Farmer               | Carrington           |
| Wednesday .....   | 3 Theed         | Church              | King                 | Beal                 |
| Thursday .....    | 4 W. Leach      | Greswell            | Farmer               | Carrington           |
| Friday .....      | 5 Greswell      | Church              | King                 | Beal                 |
| Saturday .....    | 6 Church        | Greswell            | Farmer               | Carrington           |

  

| Date              | Mr. Justice BUCKLEY. | Mr. Justice JOYCE. | Mr. Justice SWINFEN EADY. | Mr. Justice WARRINGTON. |
|-------------------|----------------------|--------------------|---------------------------|-------------------------|
| Monday, May ..... | 1 Mr. W. Leach       | Mr. R. Leach       | Mr. Pemberton             | Mr. Godfrey             |
| Tuesday .....     | 2 Theed              | Godfrey            | Jackson                   | R. Leach                |
| Wednesday .....   | 3 W. Leach           | R. Leach           | Pemberton                 | Jackson                 |
| Thursday .....    | 4 Theed              | Godfrey            | Pemberton                 | Carrington              |
| Friday .....      | 5 W. Leach           | R. Leach           | Pemberton                 | Carrington              |
| Saturday .....    | 6 Theed              | Godfrey            | Jackson                   | Beal                    |

### HIGH COURT OF JUSTICE—KING'S BENCH DIVISION.

#### MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1905.

A to F.—Mondays, Wednesdays, Fridays, Master Lord Dunboyne; Tuesdays, Thursdays, Saturdays, Master Day.  
G. to N.—Mondays, Wednesdays, Fridays, Master Chitty; Tuesdays, Thursdays, Saturdays, Master Macdonnell.  
O to Z.—Mondays, Wednesdays, Fridays, Master Archibald; Tuesdays, Thursdays, Saturdays, Master Wilberforce.

#### PRACTICE MASTER.

A Master will sit daily in his own room in accordance with the following rota to dispose of all Questions of Practice, Ex parte Applications, and General Business.

Monday, Master Wilberforce.  
Tuesday, Master Lord Dunboyne.  
Wednesday, Master Macdonnell.  
Thursday, Master Chitty.  
Friday, Master Day.  
Saturday, Master Archibald.

## The Property Mart.

### Sales of the Ensuing Week.

May 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

#### REVERSIONS:

To One-fourth of a Trust Fund, value £3,983; lady aged 57. Solicitors, Messrs. Timplin, Taylor, & Joseph, London.  
To a Moiety of a Trust Fund, value £6,700; lady aged 85. Solicitor, F. W. Bonney, Esq., Malvern.  
To One-fifth of Freehold Houses at Guildford, value £3,000; lady aged 68. Solicitors, W. John Smith, Esq., London.  
To Three-tenths of a Trust Fund, value £4,420. Solicitors, Messrs. Sims & Syme, London.  
To One-sixth of a Trust Fund, value £4,500; lady aged 67. Solicitors, Messrs. Wade, Billbrough, Tetley, & Co., Bradford.  
To a Legacy of £314; lady aged 80. Solicitor, Arthur Pyke, Esq., London.  
To £2,000 Debenture Bonds in Holland & Co. (Limited); lady aged 90. Solicitors, Messrs. A. B. & H. Steele, London.  
**POLICIES** for £2,000, £3,000, £4,000, £500, £200, £400, £300. Solicitors, G. L. Lepper, Esq., and W. A. Francis, Esq., London.  
**LAND TAX** of £3 10s. per annum, amply secured; also a **YEARLY RENT-CHARGE** of £3. Solicitors, Messrs. Radcliffe, Cator, & Houd, London.  
**ROYALTY** of 5 per cent. per annum on Patent Rights. Solicitors, Messrs. Atkinson & Dresser, London.

**INSURANCE SHARES:** 50 Shares of £10 each (£8 paid), in County Fire Office; Two Shares of £100 each (£10 paid), Provident Life Office. Solicitors, Messrs. Howe & Bako, London.

(See advertisements, this week, back page.)

May 5.—Messrs. TUCKETT & SON, at the Mart, at 2: Freehold Residential Property, on the Strathwell Estate, near Ventnor, Isle of Wight, comprising substantial Residence, standing in matured grounds, with small park, of about 56 acres; value about £300 per annum. Solicitors, Messrs. Beldon & Ackroyd, Bradford, Yorks.—Swaythling Grange, Southampton: Freehold Building Estate, adjoining Swaythling Station on the L. and S.W. Railway, within half-a-mile of the Southampton Electric Tramways. Solicitors, Messrs. Lawrence, Webster, Messer, & Taylor, London. (See advertisements, April 22, p. iii.)

## Winding-up Notices.

London Gazette.—FRIDAY, April 21.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

ARMY AND NAVY DAIRY CO., LIMITED.—Petition for winding up, presented April 17, directed to be heard May 3. Hawes & Co, Gt Winchester st, solrs for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

COPIAFO GAS CO., LIMITED.—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Arthur Francis Whinney, 32, Old Jewry. Francis & Johnson, Gt Winchester st, solrs for liquidator.

GENERAL GOLDFIELDS, LIMITED (IN LIQUIDATION).—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill Voules & Welch, Bishopsgate st Within, solrs for liquidator.

HAMPTON GOLD HILL MINES, LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, with full particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill. Voules & Welch, Bishopsgate st Within, solrs for liquidator.

HAMPTON PLAINS EXPLORATION CO., LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, together with full particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill. Voules & Welch, Bishopsgate st Within, solrs for liquidator.

HARDY & GREENACRE, LIMITED.—Petn for winding up, presented April 15, directed to be heard May 3. Beckingsale & Co, Copthall av, solrs for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

HARMAN & CO., LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Herbert Simpson. Broad st House. Neish & Co, Watling st, solrs for liquidator.

J & E PICKLES, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Tom Coombs, 14, King st, Leeds. Tunnill & Co, Salthouse, Bradford, solrs for liquidator.

LONDON AND DUBLIN FINANCE CORPORATION, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to E S Elvey, 120, Bishopsgate st Within.

PALMERSTON INDUSTRIAL AND FINANCE CORPORATION, LIMITED.—Petn for winding up, presented April 17, directed to be heard May 3. Bullock, London wall, solr for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

POSTER'S SHIPPING CO., LIMITED.—Creditors are required, on or before May 12, to send their names and addresses, and particulars of their debts or claims, to Henry Parker Bee, 13, Chapel st, Preston.

REEDER, LIMITED.—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Arthur Rendell Gilham, Suffolk House, Cannon st Ingle, & Co, Broad st House, New Broad st, solrs for liquidator.

SLOANE COURT ESTATE, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Frederick Sandon, 1A, Sloane ct East, Chelsea. Hextalls, Bucklersbury, solrs for liquidator.

TRAVELLERS CLUB (PARIS) LIMITED.—Petn for winding up, presented April 14, directed to be heard May 3. Arnold W. Whittell Holt, 7, Argyll pl, Regent st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

WILLIAMSON & SONS, LIMITED.—Petn for winding up, presented April 15, directed to be heard before the Court at Edmonton on May 13. Timbrell & Deighton, 44, King William st, London Bridge, solrs for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 13.

WHEAL HAMPTON, LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Philip G. Tovey, 2, Coleman st.

London Gazette.—TUESDAY, April 25.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

BREWING IMPROVEMENTS CORPORATION, LIMITED.—Petn for winding up, presented April 15, directed to be heard May 3. Ashurst & Co, Throgmorton av, solrs for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

FINANCIAL AND COMMERCIAL BANK, LIMITED.—Petn for winding up, presented April 19, directed to be heard May 3. Edwards & Cohen, Audrey House, 15, pl, solrs for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

"M O L," LIMITED.—Petn for winding up, presented April 17, directed to be heard May 3. Harrison & Bennett, Bishopsgate st Within, solrs for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2.

## Creditors' Notices.

### Under Estates in Chancery.

#### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 14.

FEROOTY, ALBERT JOHN, Deafouy ter, South Lambeth rd May 6 Ray v Aldous, Joyce, J Withers, Arundel st, Strand.

London Gazette.—TUESDAY, April 18.

LAVERTY, ROY PETER, Coniston, Ladros, Roman Catholic Priest May 18 Laverty v Gormley, Registrar, Liverpool Watts, Liverpool.

London Gazette.—FRIDAY, April 21.

SMITH, JOHN, Southport May 23 Whitehead v Smith, Registrar Preston Kay, Darwen.

London Gazette.—TUESDAY, April 25.

SUFFLING, STANLEY JAMES TINKER, Edgware rd, Window Blind Maker May 30 Suffling v Suffling, Joyce, J Ward, 15, pl, Holborn circus.

## Bankruptcy Notices.

London Gazette.—TUESDAY, April 18.

## RECEIVING ORDERS.

ALMOND, CHARLES, Gt Clacton, Butcher Colchester Pet April 14 Ord April 14  
 APPS, GEORGE, Hayling Island, Hants, Builder Portsmouth Pet March 28 Ord April 14  
 ATKINSON, WILLIAM, Hailton, nr Leeds, Straw Dealer Leeds Pet April 14 Ord April 14  
 BENNETT, JOHN, Blackheath Boot Manufacturer Dudley Pet April 13 Ord April 13  
 BOXER, WILLIAM MONSIELL, Teignmouth Exeter Pet April 13 Ord April 13  
 BRIDGEMAN, JOSEPH, Westham, Weymouth, Builder Dorchester Pet April 15 Ord April 15  
 BROOK, LOUIS ALEXANDER, Liversedge, Yorks, Joiner Dewsbury Pet April 14 Ord April 14  
 DAWSON, W, Crewe, Saddler Crewe Pet Feb 28 Ord April 14  
 DOWNHAM, PHILIP, Chishall, Essex, Farmer Cambridge Pet April 15 Ord April 15  
 FISH, JAMES SLADEN, Bridge, Hayworth, Yorks, Quarryman Bradford Pet April 14 Ord April 14  
 FRANKLIN, FRANK, Little Milton, Oxford, Licensed Victualler Aylesbury Pet April 12 Ord April 12  
 GIBSON, HERBERT, Heaton, Newcastle on Tyne, Actor Newcastle on Tyne Pet April 14 Ord April 14  
 GILL, ROBERT, Wigan, Lancs, Joiner Wigan Pet April 14 Ord April 14  
 GRIFFITH, BOADICEA AMELIA, Truro, Stationer Truro Pet April 15 Ord April 15  
 HARRIS, HERBERT, Abertillery, Mon, Painter Tredegar Pet April 15 Ord April 15  
 HILL, THOMAS, Golds Green, West Bromwich, Coal Merchant West Bromwich Pet April 14 Ord April 14  
 HOPE, FRANK WRIGHT, Barton on Humber, Licensed Victualler Gt Grimsby Pet April 13 Ord April 13  
 HUTCHINGS, JOEL, Langport, Somerset, Grocer Yeovil Pet April 13 Ord April 13  
 KIRBY, JOHN, Llangarren, Hereford, Carpenter Hereford Pet April 14 Ord April 14  
 KNIGHTS, FLORENCE ALBERTA, Hoxne, Suffolk, Corn Chandler Ipswich Pet April 12 Ord April 12  
 LOYD, LEWIS RICHARD WILLIAM, Jermyn st High Court Pet Nov 17 Ord April 5  
 LUCAS, ALBERT EDWARD, Colebrooke row, Islington, Engineer High Court Pet April 13 Ord April 13  
 LUNE, ALFRED LEVI, Burton on Trent, Joiner Burton on Trent Pet April 13 Ord April 13  
 PATTERSON, JAMES HENRY, Southampton, Confectioner Southampton Pet April 17 Ord April 17  
 PEGG, JOHN HENRY, Mansfield, Notts, Grocer Nottingham Pet April 13 Ord April 13  
 PICKNETT, JOHN, Redcar, Yorks, Bricklayer Middlesbrough Pet April 14 Ord April 14  
 POPPLETON, EDMOND, Leeds Leeds Pet April 14 Ord April 14  
 POULTER, ARTHUR DEUFFEL, New Bridge st, Printer Kingston Pet March 25 Ord April 13  
 BOWLER, EDWIN, All, Somerset, Best Builder Bristol Pet April 14 Ord April 14  
 SANDERS, JOHN JAMES, Loundwater, Bucks, Coal Merchant Aylesbury Pet March 22 Ord April 12  
 SPENCER, SAMUEL WILD, Bury, Printer Bolton Pet April 15 Ord April 15  
 STREFFORD, JOHN HENRY, Shrewsbury, Tobaccoist Shrewsbury Pet April 13 Ord April 13  
 WALLMAN, JOHN SIBLEY, Gt Chishall, Cambs, Harness Maker Cambridge Pet April 13 Ord April 13  
 WALTON & BELCHER, Sheffield, Marrowfat Pea Growers Sheffield Pet March 30 Ord April 13  
 WARBURTON, JAMES, Congleton, Chester, Threshing Machine Owner Macclesfield Pet April 12 Ord April 12  
 WELLS, HENRY, Leicester, Boot Repairer Leicester Pet April 14 Ord April 14  
 WIELIN, WILLIAM, and JOHN WIELIN, Abingdon, Berks, Fruiters Oxford Pet April 15 Ord April 15  
 WILSON, ARTHUR, Alnedale, Lancs, Tin Plate Worker Liverpool Pet April 14 Ord April 14  
 WILSON, JAMES, Darlington Stockton on Tees Pet April 12 Ord April 12  
 WOOLDRIDGE, CLEMENT, Fenton, Staffs, Butcher Stoke on Trent Pet April 14 Ord April 14  
 WRIGHT, WALTER, Shirley, Warwick, Engineer Birmingham Pet April 15 Ord April 15  
 WRIGHT, WILLIAM, Durham, Grocer Durham Pet April 15 Ord April 15

## FIRST MEETINGS.

ALLISON, THOMAS WILLIAM, Brighton, Plumber April 27 at 3 Off Rec, 4, Pavilion bldg, Brighton  
 APPS, GEORGE, Hayling Island, Hants, Builder April 27 at 12 Off Rec, Cambridge junc, High st, Portsmouth  
 ATKINSON, WILLIAM, Hailton, nr Leeds, Straw Dealer April 27 at 11.30 Off Rec, 22, Park row, Leeds  
 BAILEY, ARTHUR HOWARD, Castle Fields, Shrewsbury, Commission Agent April 28 at 10.30 Royal Hotel, Crewe  
 BENNETT, JOHN, Blackheath, Rowley Regis, Staffs, Boot Manufacturer May 2 at 3 Off Rec, 109, Wolverhampton st, Dudley  
 BOUGH, EDWARD, Milford Haven, Fish Buyer April 26 at 12 Temperance Hall, Pembroke Dock  
 BOURNE, WALTER, Smethwick, Staffs, Grocer April 27 at 11 191, Corporation st, Birmingham  
 BOXER, WILLIAM MONSIELL, Teignmouth, Exeter, April 26 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury  
 BREKKE, THOMAS, Birmingham, Gas Fitter April 27 at 12 191, Corporation st, Birmingham  
 BROOK, LOUIS ALEXANDER, Liversedge, Yorks, Joiner April 26 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury  
 BROWN, LAURENCE HOLT, Cherry st, Birmingham, Tailor April 26 at 11 191, Corporation st, Birmingham  
 BUDGE, WALTER, 88, Dunstons, Canterbury, Bootmaker April 29 at 11.30 Off Rec, 68, Castle st, Canterbury

BURROWS, JOHN HENRY, St Martin's, Stamford Baron, Northampton April 27 at 2.30 Off Rec, 47, Full st, Derby  
 COLLEMAN, HENRY JAMES, Bishopston, Bristol, Accountant April 28 at 11.45 Off Rec, 28, Baldwin st, Bristol  
 COPPERWATE, WILLIAM, Long Eaton, Derby, Fishmonger April 27 at 11 Off Rec, 47, Full st, Derby  
 CROSS, JOHN, Priestown, Nantymol, Glam, General Dealer May 2 at 10 117, St Mary st, Cardiff  
 DAWSON, W, Crewe, Saddler April 28 at 12 Royal Hotel, Crewe  
 DAWSON, WILLIAM FREDERICK, Maesteg, Glam, Mining Student April 27 at 12.15 117, St Mary st, Cardiff  
 DILLON, MARY KEZIA, Llanfairfechan, Carnarvon April 27 at 3.15 Crypt chmbrs, Eastgate row, Chester  
 DOWLER, W, Sutton, Surrey, Builder April 27 at 11.30 24, Railway app, London Bridge  
 ENSOR, FREDERICK VERNON, Parkstone, Dorset, Estate Agent April 28 at 3.30 Off Rec, Midland Bank chmbrs, High st, Southampton  
 EVANS, JOHN, Bargod, Glam, Collier April 26 at 12 135, High st, Merthyr Tydfil  
 EVANS, THOMAS PARRY, Florence, Longton, Schoolmaster April 27 at 11 Off Rec, King st, Newcastle under Lyme, Stafford  
 FINDLAY, GEORGE, Rhyl, Flint April 26 at 12 Crypt chmbrs, Eastgate row, Chester  
 FISH, JAMES, Haworth, Yorks, Quarryman April 28 at 3 Off Rec, 29, Tyrral st, Bradford  
 GIBSON, HERBERT, Heaton, Newcastle on Tyne, Actor April 28 at 11 Off Rec, 30, Moseley st, Newcastle on Tyne  
 GILL, ROBERT, Wigan, Joiner April 28 at 3 19, Exchange st, Bolton  
 HARLOW, EDWIN, Charlham, Kent, Builder April 29 at 11 Off Rec, 68, Castle st, Canterbury  
 HART, ALLEN, Shaw, Wilts, Farmer April 28 at 11 Off Rec, 38, Regent circus, Swindon  
 HEARD, WILLIAM A, Harford st, Mile End May 8 at 12 Bankruptcy bldg, Carey st  
 HODGSON, ROBERT WILLIAM, Omsell, Yorks, Iron Moulder April 26 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury  
 HUNT, FREDERICK, Southend on Sea, Slatting Contractor May 1 at 3 14, Bedford row  
 JAMES, EDWIN PED South st, Finsbury, Solicitor May 9 at 2.30 Bankruptcy bldg, Carey st  
 JENKINS, SIDNEY, Llanfairfechan April 27 at 2.45 Crypt chmbrs, Eastgate row, Chester  
 JESSUP, GEORGE JAMES, 71, Mable st, Cabinet Maker May 2 at 12 Bankruptcy bldg, Carey st  
 JESSEBUN, ELIAS, Eastcheap May 1 at 2.30 Bankruptcy bldg, Carey st  
 JOHNS, WILLIAM HENRY, Plymouth, Bootmaker April 28 at 11 Off Rec, 6, Athenium ter, Plymouth  
 LOYD, LEWIS RICHARD WILLIAM, Jermyn st May 8 at 2.30 Bankruptcy bldg, Carey st  
 LUCAS, ALBERT EDWARD, Colebrooke row, Islington, Engineer May 3 at 11 Bankruptcy bldg, Carey st  
 LURCH, GROVART, and A BIGGIE, Chaven rd, Paddington, Restaurant Proprietors May 2 at 2.30 Bankruptcy bldg, Carey st  
 McDONALD, FRED, Heckmondwike, Yorks April 26 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury  
 MACKINTOSH, HUGH MACKENZIE, St Mark's rd, Notting Hill, Journalist May 3 at 12 Bankruptcy bldg, Carey st  
 McLEOD, ANGUS DONALD, Windermere, Westmorland, Hotel Proprietor April 26 at 2 The Grosvenor Hotel, Stramon gate, Kendal  
 MICHAEL, RICHARD, Holyhead, Kent, April 27 at 12.15 Crypt chmbrs, Eastgate row, Chester  
 MOORE, HERBERT WILLIAM, Norwich, Butcher's Manager April 28 at 12.30 Off Rec, 8, King st, Norwich  
 MORRIS, HORACE CECIL BRADLEY, Mount Pleasant, Swansea, Banker's Clerk April 27 at 11.30 Off Rec, 31, Alexandra rd, Swansea  
 ORAM, EDWIN, Staple Hill, Glos, Botseller April 28 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 PAPE, WILLIAM, Skegness, Lincs, Grocer April 27 at 12.15 Off Rec, 4 and 6, West st, Boston  
 PATTERSON, JAMES HENRY, Southampton, Confectioner April 28 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton  
 PEPPER, JOSEPH VIBRELL, Ashford, Kent, Grazier April 29 at 12 Off Rec, 68, Castle st, Canterbury  
 POPPLETON, EDMOND, Leeds Leeds Pet April 27 at 11 Off Rec, 22, Park row, Leeds  
 PRIDHAM, CHARLES EDGAR, Brixham, Devon, Photographer April 27 at 11 Off Rec, 6, Athenium ter, Plymouth  
 PROSSER, THOMAS, Devynock, nr Brecon, Blacksmith May 1 at 12 135, High st, Merthyr Tydfil  
 PUGH, HUGH ARTHUR, Ton Pentre, Glam, Coachbuilder April 28 at 12 135, High st, Merthyr Tydfil  
 REID, EULIA ALBERTA LOUISE RAE, Teignmouth, Devon May 2 at 12 Off Rec, 9, Bedford circus, Exeter  
 RICHARDS, THOMAS WILLIAM, Tibshelf, Derby, Builder April 27 at 3 Off Rec, 47, Full st, Derby  
 RIVETT, GEORGE HARRY, and FREDERICK RIVETT, Wollaston, Northampton, Shoe Manufacturers May 1 at 12 Off Rec, Bridge st, Northampton  
 ROBINSON, HUGH ISAAC, Botherby, nr Carlisle, Farmer April 28 at 3 Off Rec, 2, Fildes st, Carlisle  
 SMART, WILLIAM, Lodels, Aston, Birmingham, Manufacturing Jeweller April 26 at 12 191, Corporation st, Birmingham  
 SNOW, STEPHEN, Hendon, Builder April 26 at 12 14, Bedford row  
 SPENCE, EDWARD, Plymouth, Butcher May 2 at 11 Off Rec, 6, Athenium ter, Plymouth  
 STREFFORD, JOHN HENRY, Shrewsbury, Tobaccoist April 29 at 13 Off Rec, 42, St John's hill, Shrewsbury  
 SWINERTON, BRITANN, Newcastle under Lyme, Grocer's Assistant April 27 at 11.30 Off Rec, King st, Newcastle under Lyme, Staffs  
 THOMAS, HERBERT JOHN, Newport, Mon, Ironmonger April 26 at 3 Off Rec, Westgate chmbrs, Newport, Mon  
 THORNTON, OLIVER, Otley, Yorks, Tobaccoist April 27 at 12 Off Rec, 22, Park row, Leeds

WILD, ISAAC, Oldham, Licensed Victualler May 5 at 11 Off Rec, Greaves st, Oldham  
 WILLIS, JOHN WILLIAM, Middleton, Hartlepool, General Dealer April 27 at 2 The Grand Hotel, West Hartlepool  
 WOODWARD, WILLIAM GEORGE, Tuebrook, Liverpool, Commercial Clerk May 1 at 12 Off Rec, 35, Victoria st, Liverpool

Amended notice substituted for that published in the London Gazette of April 14:  
 FITZGERALD, WILLIAM, Ashton on Mersey, Cheshire, Timber Merchant April 27 at 2.30 Off Rec, Byrom st, Manchester

## ADJUDICATIONS.

ALMOND, CHARLES, Gt Clacton, Essex, Butcher Colchester Pet April 14 Ord April 14  
 ATKINSON, WILLIAM, Hailton, nr Leeds, Straw Dealer Leeds Pet April 14 Ord April 14  
 BAILEY, ARTHUR HOWARD, Castle Fields, Shrewsbury, Commission Agent Nantwich and Crewe Pet April 5 Ord April 14  
 BENNETT, JOHN, Blackheath, Rowley Regis, Staffs, Boot Manufacturer Dudley Pet April 13 Ord April 13  
 BRIDGEMAN, JOSEPH, Westham, Weymouth, Builder Dorchester Pet April 15 Ord April 15  
 BROOK, LOUIS ALEXANDER, Liversedge, Yorks, Joiner Dewsbury Pet April 14 Ord April 14  
 BROOKS, JOHN, Smethwick, Staffs, Monumental Mason West Bromwich Pet March 18 Ord April 14  
 BROWN, LAWRENCE HOLT, Birmingham, Tailor Birmingham Pet March 22 Ord April 13  
 DOWNHAM, PHILIP, Chishall, Essex, Farmer Cambridge Pet April 15 Ord April 15  
 EASTBURY, STEPHEN EDWARD, Coram st, Russell sq, Music Hall artist High Court Pet Jan 20 Ord April 14  
 FISH, JAMES, Haworth, Yorks, Quarryman Bradford Pet April 14 Ord April 14  
 FRANKLIN, FRANK, Little Milton, Oxford, Licensed Victualler Aylesbury Pet April 12 Ord April 12  
 GATES, ALBERT, Ramsgate Canterbury Feb Feb 13 Ord April 10  
 GIBSON, HERBERT, Heaton, Newcastle on Tyne, Actor Newcastle on Tyne Pet April 14 Ord April 14  
 GILL, ROBERT, Wigan, Lancs, Joiner Wigan Pet April 14 Ord April 14  
 GRIFFITH, BOADICEA AMELIA, Truro, Stationer Truro Pet April 15 Ord April 15  
 HARRIS, HERBERT, Abertillery, Mon, Painter Tredegar Pet April 15 Ord April 15  
 HIGGINSON, HENRY HARTLAND, Princes sq, Kensington High Court Pet Jan 13 Ord April 14  
 HILL, THOMAS, Golds Green, West Bromwich, Coal Merchant West Bromwich Pet April 14 Ord April 14  
 HOPE, FRANK WRIGHT, Barton on Humber, Licensed Victualler Gt Grimsby Pet April 13 Ord April 13  
 HUTCHINGS, JOEL, Langport, Somerset, Grocer Yeovil Pet April 13 Ord April 13  
 INGRE, JULIS, Denman st, Piccadilly circus High Court Pet Jan 4 Ord April 13  
 KIRBY, JOHN, Llangarren, Hereford, Carpenter Hereford Pet April 14 Ord April 14  
 KNIGHTS, FLORENCE ALBERTA, Hoxne, Suffolk Ipswich Pet April 12 Ord April 12  
 LUCAS, ALBERT EDWARD, Colebrooke row, Islington, Engineer High Court Pet April 13 Ord April 13  
 LUNE, ALFRED LEVI, Burton on Trent, Joiner Burton on Trent Pet April 13 Ord April 13  
 MOORE, HERBERT WILLIAM, Norwich, Butcher's Manger Norwich Pet April 10 Ord April 12  
 MORRIS, CHARLES, Erdington, Warwick, Corn Merchant Birmingham Pet March 25 Ord April 15  
 PAGETT, HARRY JAMES, and GEORGE THOMAS AGNEWES PAGETT, Birmingham, Metal Merchants' Managers Birmingham Pet March 31 Ord April 13  
 PATTERSON, JAMES HENRY, Southampton, Confectioner Southampton Pet April 17 Ord April 17  
 PEACHEY, GEORGE WILLIAM, High st, Stoke Newington, Mantle Manufacturer High Court Pet April 7 Ord April 13  
 PEGG, JOHN HENRY, Mansfield, Notts, Grocer Nottingham Pet April 13 Ord April 13  
 PICKNETT, JOHN, Redcar, Yorks, Bricklayer Middlesbrough Pet April 14 Ord April 14  
 PLATFAIR, DAVID, Jarro, Durham, Draper Newcastle Pet March 29 Ord April 12  
 POPPLETON, EDMOND, Leeds Leeds Pet April 14 Ord April 14  
 ROBINSON, J A, Featherstone bldg, High Holborn, Hotel Valuer High Court Pet Feb 13 Ord April 13  
 ROBINSON, THOMAS, and JOHN JACKSON EDWARDS, Seaton Sluice, Northumberland, Builders Newcastle on Tyne Pet March 24 Ord April 12  
 SMAIL, ADAM WATSON, Tweedmouth, Berwick upon Tweed, Licensed Victualler Newcastle on Tyne Pet April 3 Ord April 14  
 SPENCER, SAMUEL WILD, Bury, Printer Bolton Pet April 15 Ord April 15  
 STATTER, THOMAS, Manchester, Farmer Bolton Pet March 30 Ord April 15  
 STEVENS, WILLIAM, County Hall, Spring gdas High Court Pet Feb 13 Ord April 13  
 STREFFORD, JOHN HENRY, Shrewsbury, Tobaccoist Shrewsbury Pet April 13 Ord April 14  
 STRONG, GEORGE, Euston sq, St Pancras High Court Pet Feb 24 Ord April 13  
 WALLMAN, JOHN SIBLEY, Gt Chishall, Cambs, Harness Maker Cambridge Pet April 13 Ord April 13  
 WARBURTON, JAMES, Congleton, Threshing Machine Owner Macclesfield Pet April 12 Ord April 12  
 WELLS, HENRY, Leicester, Boot Repairer Leicester Pet April 14 Ord April 14  
 WIELIN, WILLIAM, and JOHN WIELIN, Abingdon, Berks, Fruiters Oxford Pet April 16 Ord April 15  
 WILSON, ARTHUR, Alnedale, Lancs, Tin Plate Worker Liverpool Pet April 14 Ord April 14  
 WILSON, JAMES, Darlington Stockton on Tees Pet April 12 Ord April 12  
 WOODWARD, WILLIAM FREDERICK, Birmingham, Jeweller Birmingham Pet April 12 Ord April 13

WOOLDRIDGE, CLEMENT, Fenton, Staffs, Butcher Stoke upon Trent Pet April 14 Ord April 14  
WRIGHT, WALTER, Shirley, Warwick, Engineer Birmingham Pet April 15 Ord April 15  
WRIGHT, WILLIAM, Durham, Grocer Durham Pet April 15 Ord April 15  
YOUNG, ALEXANDER, North Shields, Cabinet Maker Newcastle on Tyne Pet April 1 Ord April 13

Amended notice substituted for that published in the London Gazette of June 28:

BROWN, LYDIA MARGARET, Ealing, Picture Frame Maker Brentford Pet May 30 Ord June 23

Amended notice substituted for that published in the London Gazette of April 7:

TURNER, THOMAS, Caistor, Lincs, Draper Lincoln Pet April 3 Ord April 3

#### ADJUDICATION ANNULLED.

BOOTH, JOHN, Elsecar, Yorkshire, Director of Limited Companies Barnsley Adjud April 22, 1902 Annual April 7, 1905

London Gazette.—FRIDAY, April 21.

#### RECEIVING ORDERS.

BEBB & LEBLIE, Knightbridge st, Mantle Manufacturers High Court Pet March 22 Ord April 17  
BOWFIELD, CHARLES EDWARD, Gt Shelford, Cambridge, Caterer Reading Pet March 24 Ord April 17  
BRAND, ABRAHAM, Plymouth, Furniture Dealer Plymouth Pet April 19 Ord April 19  
BROOME, EDWARD JAMES, Kettleby Carr, Bigby, Lincs, Farmer Gt Grimsby Pet April 15 Ord April 15  
CAREY, TOM RICHARD, Swanage, Fancy Dealer Poole Pet April 19 Ord April 19  
CARR, HENRY ERNEST, Watford, Hairdresser St Albans Pet April 17 Ord April 17  
COOK, ALFRED RANKIN, Long Stratton, Norfolk, Builder Ipswich Pet April 6 Ord April 18  
CROSBY, EMMA, Scarborough, Lodging house Keeper Scarborough Pet April 19 Ord April 19  
CROWSON, JAMES, Nasington, Northampton, Hawker Peterborough Pet April 19 Ord April 19  
CUTHBERTSON, SIDNEY F, Regent st High Court Pet Dec 21 Ord April 19  
DAVIES, DAVID, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet April 17 Ord April 17  
DAVIES, JOHN, Pontardulais, Carmarthen, Licensed Victualler Carmarthen Pet April 17 Ord April 17  
DUFFY, JOSEPH, Burnantofsta, Leeds Leeds Pet April 17 Ord April 17  
EADGE, GERALD A, Carlton, nr Smith, Yorks, Commission Agent York Pet April 7 Ord April 17  
EALLES, EMILY, Cheltenham Cheltenham Pet April 17 Ord April 17  
EALLES, LUCY, Cheltenham Cheltenham Pet April 17 Ord April 17  
EASTAUGH, MARY ANN, Kingston upon Hull Kingston upon Hull Pet April 18 Ord April 18  
EMPAALL, WILLIAM HENRY, Newington, Kingston upon Hull Gt Grimsby Pet April 18 Ord April 18  
EVANS, JOSEPH DANIEL, Skewen, nr Neath, Labourer Neath Pet April 17 Ord April 17  
FEARMAN, HENRY AND FRANK FEARMAN, Hatton yd, Hatton Gt Grimsby High Court Pet March 30 Ord April 14  
FEATHERBY, ROBERT GEORGE, Chatham, Tobaccoconist Rochester Pet April 18 Ord April 18  
FENTON, HARRY, Southill, nr Dewsbury, Coal Merchant Dewsbury Pet April 18 Ord April 18  
FLETCHER, A MORLEY, Gt Winchester st High Court Pet Feb 14 Ord April 14  
FROST, WALTER, Shinfield, Cowman Reading Pet April 18 Ord April 18  
FULLER, JOHN SAM, Maidstone, Town Carter Maidstone Pet April 18 Ord April 18  
GWYNNE, JOHN, Treconon, Aberdare, Grocer Aberdare Pet April 18 Ord April 18  
HADLEY, CHARLES ALFRED, Stockton on Tees, Painter Stockton on Tees Pet April 15 Ord April 15  
HARDAKER, RICHARD, Arnsley, Leeds Leeds Pet April 18 Ord April 18  
HUMPHRIES, CHARLES, Gt Wyrley, nr Walsall, Farmer Walsall Pet April 18 Ord April 18  
HUNT, WILLIAM GEORGE, Gt College st, Camden Town, Grocer High Court Pet April 12 Ord April 18  
JAMES, WILLIAM, Cheltenham Cheltenham Pet April 4 Ord April 17  
JOHNSON, ROBERT, and JOHN WILLIAM JOHNSON, Monk-seaton, Northumberland, Stone Merchants Newcastle upon Tyne Pet April 17 Ord April 17  
KITCHER, WILLIAM FRANK, Eastbourne, Grocer Eastbourne Pet Feb 19 Ord April 19  
LEDGARD, HENRY JOE, Kirkstall, Leeds, Manufacturer's Agent Leeds Pet April 15 Ord April 15  
PARRY, JOHN PICTON, Blaenau Ffestiniog, Merioneth, Grocer Portmadoc Pet April 18 Ord April 18  
PAYNE, JAMES HENRY, Cudnall, Charlton Kings Cheltenham, Grocer Cheltenham Pet April 18 Ord April 18  
PERKINS, RICHARD WOODHOUSE, Bromley Croydon Pet Aug 31 Ord April 18  
RICHMOND, CHARLES ERNEST, Latchford, Warrington, Physician Warrington Pet March 21 Ord April 17  
ROBERTS, JOHN, Amelwich, Anglesey, Fancy Goods Dealer Bangor Pet April 17 Ord April 17  
ROWE, T STANLEY, Wadhurst, Sussex, Draper Tunbridge Wells Pet March 21 Ord April 14  
RUTLAND, HARRY ELSBY, Camberwell New rd, Corn Merchants High Court Pet April 19 Ord April 19  
RYAN, TIMOTHY EDWARD, Liverpool, Baker Liverpool Pet April 19 Ord April 19  
SHACKLTON, JAMES, Norwood Green, nr Halifax, Farmer Halifax Pet April 17 Ord April 15  
SIGSWORTH, WILLIAM, Scarborough, Fruiterer Scarborough Pet April 15 Ord April 15  
SKALE, F J, Brentford, Devon, Miller Plymouth Pet April 15 Ord April 19  
SPENCE, SAMUEL GEORGE, Ilkeston, Artificial Teeth Manufacturer Derby Pet April 19 Ord April 19

THOMAS, JOHN, Briton Ferry, Glam, Baker Neath Pet April 18 Ord April 18  
THOMAS, ROBERT, ELIAS, Stockton on Tees, Fruiterer Stockton on Tees Pet April 18 Ord April 18  
WATTS, FRANCIS SISMORE, Exmouth, Devon Exeter Pet April 18 Ord April 18  
WEBB, THOMSON, Essex rd High Court Pet March 21 Ord April 17  
WHITEHEAD, JOHN, Coatham, Redcar, Yorks, Bricklayer Middlesbrough Pet April 18 Ord April 18  
WILLIAMS, RICHARD, Traroch, Pontypool, Mon, Grocer Newport, Mon Pet April 18 Ord April 18  
WOOD, JOHN, Wentworth, nr Rotherham, Yorks, Farmer Sheffield Pet April 19 Ord April 19  
WOODROOF, WALTER JAMES, Foster Ln, Ladies' Tie Manufacturer High Court Pet April 13 Ord April 18

#### FIRST MEETINGS.

ABRIS, GEORGE, Morningtree, Essex, Hotel Proprietor May 9 at 11 Cups Hotel, Colchester  
ALMOND, CHARLES, Gt Clacton, Essex, Butcher May 9 at 2 Cups Hotel, Colchester  
APLEYARD, WILLIAM, Lancaster, Athletic Outfitter May 2 at 11.45 Off Rec, 15, Chapel st, Preston  
BECKINGTON, ROBERT, Morecambe, Fruit Merchant May 2 at 11.15 Off Rec, 14, Chapel st, Preston  
BOWLEY, EDWIN, Pili, Somerset, Boat Builder May 3 at 11.30 Off Rec, 26, Baldwin st, Bristol  
CHATHAM, GEORGE, Kingland, Hereford, Licensed Victualler May 1 at 10 4, Corn sq, Leominster  
DIXON, CHARLES HENRY, Filby, Norfolk, Wheelwright April 29 at 12 Off Rec, 8, King st, Norwich  
DUFFY, JOSEPH, Burnantofsta, Leeds May 3 at 11.30 Off Rec, 22, Park row, Leeds  
FACCHNEY, JOHN, Sheringham, Norfolk, Plasterer April 29 at 12.30 Off Rec, 8, King st, Norwich  
FLETCHER, A MORLEY, Gt Winchester st May 2 at 11 Bankruptcy bldg, Carey st  
FOXHILL, FRANCIS CHARLES, North Shore, Blackpool, Short-hand Teacher May 2 at 11 Off Rec, 14 Chapel st, Preston  
FULLER, JOHN SAM, Maidstone, Town Carter May 3 at 10.30 9, King st, Maidstone  
GRIFFITH, ROBERT, ASHLEY, Truro, Stationer May 3 at 12 Off Rec, Boscastle st, Truro  
HAYES, THOMAS HENRY, East Sheen, Surrey, Builder May 1 at 11.30 24, Railway app, London Bridge  
KENT, CHARLES FREDERICK, Woburn, Gas Works Superintendent May 11 at 11 Court house, Luton  
KNIGHTS, FLORENCE ALBERTA, Hoxne, Suffolk, Corn Chandler May 3 at 2 Off Rec, 36, Princes st, Ipswich  
LEDGARD, HENRY JOE, Kirkstall, Leeds, Manufacturer's Agent May 3 at 11 Off Rec, 32, Park row, Leeds  
LITCHFIELD, HARRY BURTON, Bedford, Tailor May 1 at 12.30 Off Rec, Bridge st, Northampton  
MORLEY, JOHN, Kingston upon Hull, Plumber April 29 at 11 Off Rec, Trinity House Ln, Hull  
PAYNE, JOSEPH, Plumstead, Kent, Corn Dealer May 3 at 11.30 24, Railway app, London Bridge  
PICKNETT, JOHN, Redcar, Yorks, Bricklayer May 5 at 12.30 Off Rec, 8, Albert rd, Middlesbrough  
PORTER, ISAAC, Catterick, Lincs, Machine Owner May 1 at 11.45 The Law Courts, Peterborough  
RAW, WILLIAM, Higher Harpers Fence, nr Burnley, Lincs, Coal Dealer May 2 at 11.30 Off Rec, 14, Chapel st, Preston  
RUTLAND, HARRY ELSBY, Camberwell New rd, Corn Merchant May 8 at 12 Bankruptcy bldg, Carey st  
SCOTT, J ROBERT, Tarrant Monkton, Blandford, Dorset May 1 at 11.30 Arcade chambers, Bournemouth  
SIGSWORTH, WILLIAM, Scarborough, Fruiterer May 1 at 4 74, Newborough, Scarborough  
SMITH, EDWARD, Parslow, Clunbury, Salop, Innkeeper May 1 at 10 4, Corn sq, Leominster  
SPENCE, SAMUEL WILD, Green Mount, Tottington, nr Bury, Painter May 4 at 3 19, Exchange st, Bolton  
STEPHENSON, WILLIAM, Spennymoor, Durham, Tobaccoconist May 8 at 2.30 Grand Hotel, West Hartlepool  
TAYLOR, THOMAS MERCHANT, Lower Ashhead, Surrey, Builder May 2 at 12.30 24, Railway app, London Bridge  
THURLEY, GEORGE BAKER, Old Fletton, Huns, Builder May 1 at 12 The Law Courts, Peterborough  
WATTS, FRANCIS SISMORE, Exmouth, Devon May 11 at 10.30 Off Rec, 9, Bedford circus, Exeter  
WEST, JOSEPH, West Hartlepool, Durham, Musician May 8 at 2 The Grand Hotel, West Hartlepool  
WHITEHEAD, JOHN, Coatham, Redcar, Yorks, Bricklayer May 5 at 12.30 Off Rec, 8, Albert rd, Middlesbrough  
WILSON, JAMES, Laxington May 2 at 11 North Eastern Hotel, Darlington  
WOLLEY, CHARLES RICHARD, Shelderton, Clunhamford, Salop, Farmer May 1 at 10 4, Corn sq, Leominster  
WOODROOF, WALTER JAMES, Foster Ln, Ladies' Tie Manufacturer May 4 at 12 Bankruptcy bldg, Carey st  
WRIGHT, THOMAS, Ryhill, nr Wakefield, Joiner May 1 at 10.15 Off Rec, 7, Regent st, Barnsley

#### ADJUDICATIONS.

ALDRIDGE, ALFRED FRANK, King st, St James', Estate Agent High Court Pet Feb 16 Ord April 19  
BERKMAN, HYMAN, Leeds, Slipper Maker Leeds Pet March 27 Ord April 11  
BREEDEN, THOMAS, Birmingham, Gas Fitter Birmingham Pet April 5 Ord April 13  
BROOME, EDWARD JAMES, Kettleby Carr, Bigby, Lincs, Farmer Gt Grimsby Pet April 15 Ord April 15  
CAREY, TOM RICHARD, Swanage, Fancy Dealer Poole Pet April 19 Ord April 19  
CARR, HENRY ERNEST, Watford, Herts, Hairdresser St Albans Pet April 17 Ord April 17  
CROSBY, EMMA, Scarborough, Lodging house Keeper Scarborough Pet April 19 Ord April 19  
CROWSON, JAMES, Nasington, Northampton, Hawker Peterborough Pet April 19 Ord April 19  
DAVIES, DAVID, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet April 17 Ord April 17  
DAVIES, JOHN, Pontardulais, Carmarthen, Licensed Victualler Carmarthen Pet April 17 Ord April 17

DODS, CHARLES MAITLAND, Ilford Chelmsford Pet Feb 27 Ord April 18  
DUFFY, JOSEPH, Burnantofsta, Leeds Leeds Pet April 17 Ord April 17  
EALLES, EMILY, Cheltenham Cheltenham Pet April 17 Ord April 17  
EALLES, LUCY, Cheltenham Cheltenham Pet April 17 Ord April 17  
EASTAUGH, MARY ANN, Kingston upon Hull Kingston upon Hull Pet April 18 Ord April 18  
EMPAALL, WILLIAM HENRY, Newington, Kingston upon Hull Gt Grimsby Pet April 18 Ord April 18  
EVANS, JOSEPH DANIEL, Skewen, nr Neath, Glam, Labourer Neath Pet April 17 Ord April 17  
FARR, GEORGE NELSON, and HERMAN JOHN GILL, Chesterfield, Jewellers Chesterfield Pet March 7 Ord April 18  
FEATHERBY, ROBERT GEORGE, Chatham, Kent, Tobaccoconist Rochester Pet April 18 Ord April 18  
FENTON, HARRY, Southill, nr Dewsbury, Coal Merchant Dewsbury Pet April 18 Ord April 18  
FROST, WALTER, Shinfield, Cowman Reading Pet April 18 Ord April 18  
FULLER, JOHN SAM, Maidstone, Town Carter Maidstone Pet April 18 Ord April 18  
GWYNNE, JOHN, Treconon, Aberdare, Grocer Aberdare Pet April 18 Ord April 18  
HADLEY, CHARLES ALFRED, Stockton on Tees, Painter Stockton on Tees Pet April 15 Ord April 15  
HARDAKER, RICHARD, Arnsley, Leeds Leeds Pet April 18 Ord April 18  
HATCH, DANIEL, Binglefield st, King's Cross, Ironfounder High Court Pet March 15 Ord April 18  
HUMPHRIES, CHARLES, Gt Wyrley, nr Walsall, Farmer Walsall Pet April 18 Ord April 18  
JESSEY, GEORGE JAMES, Tabernacle st, Cabinet Maker High Court Pet March 24 Ord April 17  
KITCHER, WILLIAM FRANK, Eastbourne, Grocer Eastbourne Pet April 19 Ord April 19  
LEDGARD, HENRY JOE, Kirkstall, Leeds, Manufacturer's Agent Leeds Pet April 15 Ord April 15  
MATTHEWS, FREDERICK WALLACE, Dartmouth, House Decorator Plymouth Pet March 10 Ord April 10  
NORTHEDGE, JOHN, Wm, Ranby, Bedford, Notts, Farmer Halifax Pet March 13 Ord April 13  
PAPE, WILLIAM, Skegness, Lincs, Grocer Boston Pet March 31 Ord April 17  
PARRY, JOHN PICTON, Blaenau Ffestiniog, Merioneth, Grocer Portmadoc Pet April 18 Ord April 18  
PAYNE, JAMES HENRY, Cudnall, Charlton Kings Cheltenham, Grocer Cheltenham Pet April 18 Ord April 18  
POULTER, ABTHUR DRIFELL, New Bridge st, Printer Kingston, Surrey Pet March 25 Ord April 18  
FULLER, S, East Ham, Essex, Boot Dealer High Court Pet March 27 Ord April 17  
RACKHAM, GEORGE ROBERT, Norwich, Contractor Norwich Pet April 6 Ord April 19  
ROBERTS, JOHN, Amelwich, Anglesey, Fancy Goods Dealer Bangor Pet April 17 Ord April 17



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**RYAN, TIMOTHY EDWARD**, Kensington, Liverpool, Baker  
Liverpool Pet April 19 Ord April 19  
**SHACKLETON, JAMES**, Priestley Green, Norwood Green, nr  
Halifax, Farmer Halifax Pet April 17 Ord April 17  
**SIGSWORTH, WILLIAM**, Scarborough, Fruiterer Scarborough  
Pet April 15 Ord April 15  
**SPEECE, SAMUEL GEORGE**, Ilkeston, Artificial Teeth Manu-  
facturer Derby Pet April 19 Ord April 19  
**STEEL, WILLIAM**, Newthorpe, Mickfield, Yorks, Butcher  
Leeds Pet March 14 Ord April 11  
**THOMAS, JOHN**, Briton Ferry, Glam, Baker Neath Pet  
April 18 Ord April 18  
**THOMAS, ROBERT ELIAS**, Stockton on Tees, Fruiterer  
Stockton on Tees Pet April 18 Ord April 18  
**WALKER, ROBERT BARRIE**, Merthyr Tydfil, Travelling  
Draper Merthyr Tydfil Pet March 17 Ord April 14  
**WATTS, FRANCIS SISHMORE**, Exmouth, Devon Exeter Pet  
April 18 Ord April 18  
**WHITE, JAMES SIMS**, King st, Covent Garden High Court  
Pet Dec 12 Ord April 17  
**WHITEHEAD, JOHN**, Coatham, Redcar, Yorks, Bricklayer  
Middlesbrough Pet April 18 Ord April 18  
**WILLIAMS, RICHARD**, Tranch, Pontypool, Grocer Newport,  
Mon Pet April 18 Ord April 18  
**WOOD, JOHN**, Hartley, Wentworth, nr Rotherham, Yorks,  
Farmer Sheffield Pet April 19 Ord April 19

Amended notice substituted for that published in the  
London Gazette of April 11:

**WRIGHT, WALTER**, Longfield Nursery, Longfield, Kent,  
Nurseryman's Manager Rochester Pet March 18 Ord  
April 7

## THEATRES.

**GARRICK.**  
Mr. Arthur Bouchier and Miss Violet Vanbrugh, TO-  
NIGHT, at 8.30, in *THE WALLS OF JERICH* (1), by  
Alfred Sutrö. **MATINEE** every WEDNESDAY and  
SATURDAY, at 2.30.

**HAYMARKET.**  
Sole Lessee, Mr. Frederick Harrison.  
Managers, Mr. Frederick Harrison and Mr. Cyril Maude.  
**EVERY EVENING**, at 8.30, *EVERYBODY'S SECRET*.  
Adapted by Robert Marshall and Louis N. Parker from  
"Le Secret de Polichinelle," by Pierre Wolff. Preceded, at  
8.30, by *THE MONKEY'S PAW* Mr. Cyril Maude in  
both plays. **MATINEE** every WEDNESDAY and  
SATURDAY, at 2.30.

**PRINCE OF WALES.**  
Lessee and Manager, Mr. Frank Curzon.  
Mr. George Edwards' Season.  
**THIS EVENING**, at 8.15, *LADY MADCAP*. **MATINEE**  
every WEDNESDAY, at 2.15.

**VAUDEVILLE THEATRE.**  
Managers, A. and S. Gatti and Charles Frohman.  
**EVERY EVENING**, at 8.15, *THE CATCH OF THE  
SEASON*. By Seymour Hicks and Cosmo Hamilton. Music  
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